

TXShare

Your Public Sector Solutions Center

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

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

Genesis Consulting Partners, LLC ("Contractor")
1818 Library Street, Suite 500
Reston, VA 20190

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

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

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

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

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

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

**ARTICLE III
TERM**

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

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

**ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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

**ARTICLE IX
GENERAL PROVISIONS**

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 elittrell@nctcog.org
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If to Contractor: **Genesis Consulting Partners, LLC**
Attn: Jacob Weiman
1818 Library Street, Suite 500
Reston, VA 20190
Phone: 804-955-4418
Email: jd.weiman@genesisconsulting.com

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

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

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

**ARTICLE X
ADDITIONAL REQUIREMENTS**

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

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

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

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements

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

10.23 Trafficking in Persons

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

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

Genesis Consulting Partners, LLC

North Central Texas Council of Governments

J.D. Weiman 05/16/2025
Signature Date

Jacob D. "J.D." Weiman
Printed Name

Director of Contracts and Procurement
Title

Signed by:
Todd Little 6/9/2025
Signature Date
232D641229B0842B...
Todd Little
Executive Director

APPENDIX A
Statement of Work

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

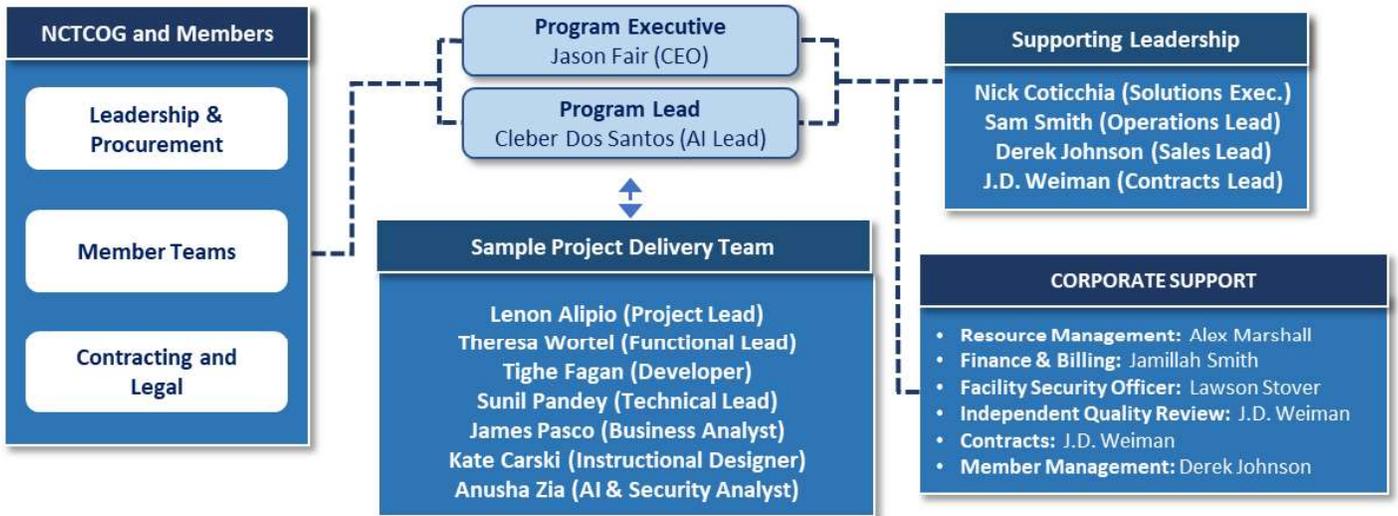


Figure 4: Genesis Team to Support NCTCOG

5 TECHNICAL PROPOSAL

Genesis Consulting's Program Management Approach combines leading practices and methods derived from our years of Business Agility, Development, AI/ML, Digital Transformation, and Consulting Experience. It aligns Goals, Objectives, and Strategies to achieve member project execution by Planning, Executing and Monitoring around program success and performance. The sections below outline our methodology to achieving the objectives and delivering across the scope areas.

5.1 Objectives

Objective	Response
Assessing current organizational processes and identifying opportunities for AI integration, with specific examples relevant to various departments (e.g., public safety response optimization, citizen engagement tools, predictive maintenance in infrastructure).	To begin, we will conduct a comprehensive evaluation of current organizational processes and workflows. This phase involves stakeholder interviews, process mapping, and departmental workshops to uncover inefficiencies and pain points that AI can address. For example, in public safety, AI might optimize emergency response times through predictive analytics, while in infrastructure, predictive maintenance can reduce costs by identifying potential failures before they occur. The insights gained will be consolidated into a gap analysis report, detailing areas where AI integration can provide tangible value.



Objective	Response
<p>Recommending AI tools, frameworks, and applications to solve specific organizational challenges.</p>	<p>Building on the assessment findings, we will recommend specific AI tools, frameworks, and applications tailored to the organization's unique challenges. This phase includes a market analysis to identify the most suitable AI technologies, taking into account scalability, compatibility, and cost-effectiveness. For instance, we might propose natural language processing (NLP) tools for citizen engagement or machine learning algorithms for infrastructure maintenance. These recommendations will be compiled into a detailed implementation plan, including vendor options and technical requirements.</p>
<p>Developing a comprehensive data strategy alongside an AI roadmap, emphasizing data quality, governance, privacy, and security.</p>	<p>A robust data strategy is essential for successful AI adoption. This phase involves an audit of existing data assets to assess quality, governance, and readiness for AI use. We will establish guidelines for data privacy, security, and compliance to ensure adherence to legal standards. Simultaneously, we will craft a high-level AI roadmap, outlining short- and long-term priorities, milestones, and performance indicators. The roadmap will serve as a strategic guide, ensuring alignment with organizational goals and resource availability.</p>
<p>Developing a strategic roadmap for AI implementation, including governance, timelines, milestones, and deliverables.</p>	<p>In this phase, we will develop a detailed AI implementation roadmap, incorporating governance structures, timelines, and deliverables. The roadmap will outline key milestones, such as pilot testing, full-scale deployment, and post-deployment monitoring. Governance frameworks will include decision-making protocols, accountability mechanisms, and ongoing risk assessments to ensure that AI initiatives remain ethical, compliant, and effective.</p>
<p>Ensuring that all AI implementations comply with legal standards (e.g., FOIA, grant/state/federal regulations) and establish technical, administrative, and policy controls for internal AI use.</p>	<p>Ensuring compliance with all applicable legal standards is paramount. This phase focuses on aligning AI initiatives with regulations such as FOIA, state and federal guidelines, and grant requirements. We will establish technical controls, such as access restrictions and encryption, alongside administrative policies for oversight. Policy controls will be designed to address ethical concerns, mitigate biases, and manage risks, ensuring responsible AI use.</p>
<p>Providing training and knowledge transfer to the organization's internal teams on AI capabilities, ensuring employees effectively adopt and utilize AI tools.</p>	<p>To ensure sustainable adoption, we will provide tailored training programs for internal teams. These programs will cover AI fundamentals, tool utilization, and best practices, empowering employees to manage and expand AI initiatives effectively. Training materials will be designed to cater to different skill levels, from technical staff to leadership. This phase also includes workshops and hands-on sessions to reinforce learning and promote a culture of innovation.</p>

Objective	Response
Quantify the long-term value AI brings to the organization and create business cases for both immediate and future expenditures, supporting sustained AI investment and adoption.	We will measure the long-term value AI delivers to the organization by evaluating cost savings, efficiency gains, and enhanced service delivery. These metrics will be used to create detailed business cases, justifying current and future AI investments. The business cases will also highlight the potential for scalability and innovation, ensuring sustained organizational support for AI adoption.
Supporting the pilot and/or full-scale implementations and providing comprehensive training for sustainable, in-house AI operations.	To ensure successful deployment, we will support pilot projects, providing technical expertise and monitoring progress. Lessons learned from pilots will inform full-scale implementations, ensuring scalability and reliability. Post-deployment, we will offer ongoing support and training to establish self-sufficient, in-house AI operations.
Incorporating a 5-year AI roadmap to guide the organization's future AI development.	Finally, we will develop a comprehensive five-year AI roadmap, aligning with the organization's strategic goals. This roadmap will outline future initiatives, emerging technologies, and evolving regulatory requirements, ensuring the organization remains at the forefront of AI innovation. By planning for long-term growth, we position the organization to continuously leverage AI's transformative potential.

5.2 Scope of Work

5.2.1 AI Strategy Development

A successful AI strategy is built on three core principles: **deep comprehension of organizational challenges, cutting-edge AI expertise** to address them, and a **stepwise approach that builds value progressively**. Genesis employs its **Value-Oriented AI Framework** to translate these principles into actionable, impactful outcomes, delivering measurable success from day one.

Value-Oriented AI Framework

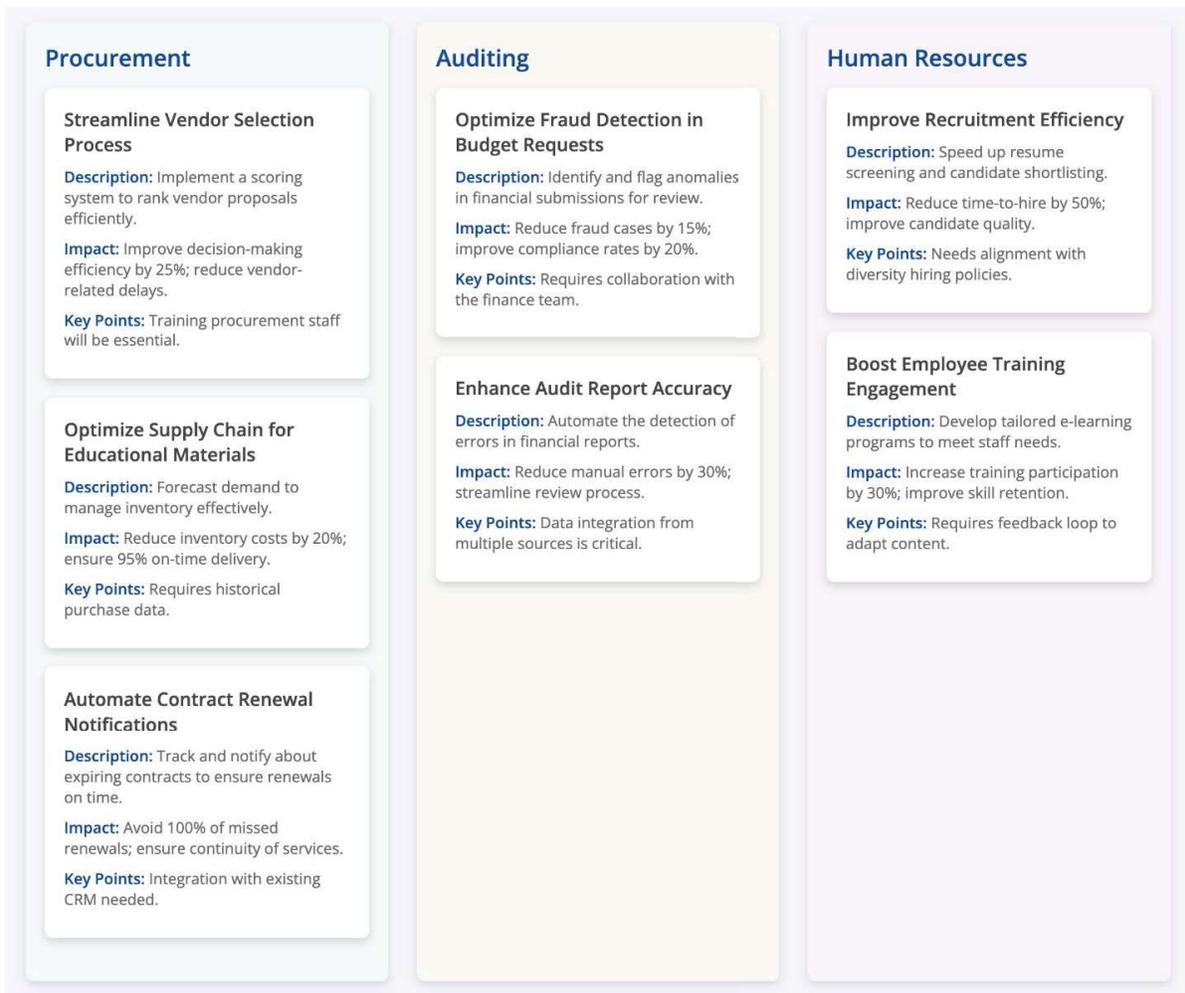


Figure 5: Value-Oriented AI Framework

Business Assessment: The first step in our framework is to conduct an in-depth business assessment by engaging with the key departments within the organization. This collaborative process helps us thoroughly understand their current processes, objectives, and the challenges they face. We work closely with stakeholders to uncover pain points, identify unmet needs, and

assess the potential impact of addressing these challenges. By doing so, we ensure that the AI strategy we develop is grounded in real, tangible business requirements and is directly aligned with the organization's goals. However, it's through direct, hands-on collaboration with the teams who are immersed in these challenges that we truly gain an understanding of the complexities at play. This close engagement allows us to pinpoint the most critical areas for improvement and tailor our approach to meet the specific needs of each department. The outcome of this phase is a comprehensive mapping of the key issues each department aims to resolve, along with a detailed assessment of the potential impact of solving these challenges. This includes a thorough analysis of each pain point, capturing the nuances and complexities that shape decision-making and execution within the organization, ensuring the resulting strategy is both practical and impactful.

Example: Genesis has been tasked to develop an AI Strategy plan for a state education organization. By employing the Value-Oriented AI Framework, we start our work with collaborative inception sessions with key stakeholders, where we identify the core departments critical to the organization AI strategy: Procurement, Auditing, and Human Resources. In these sessions, we thoroughly analyze each department's workflows, goals, and challenges, as well as the potential impacts of addressing them. By engaging directly with stakeholders, we ensure that the insights gathered are deeply rooted in real, on-the-ground business needs, setting the stage for a targeted AI strategy. The image below summarizes the specific use cases and associated impacts gathered from these sessions.

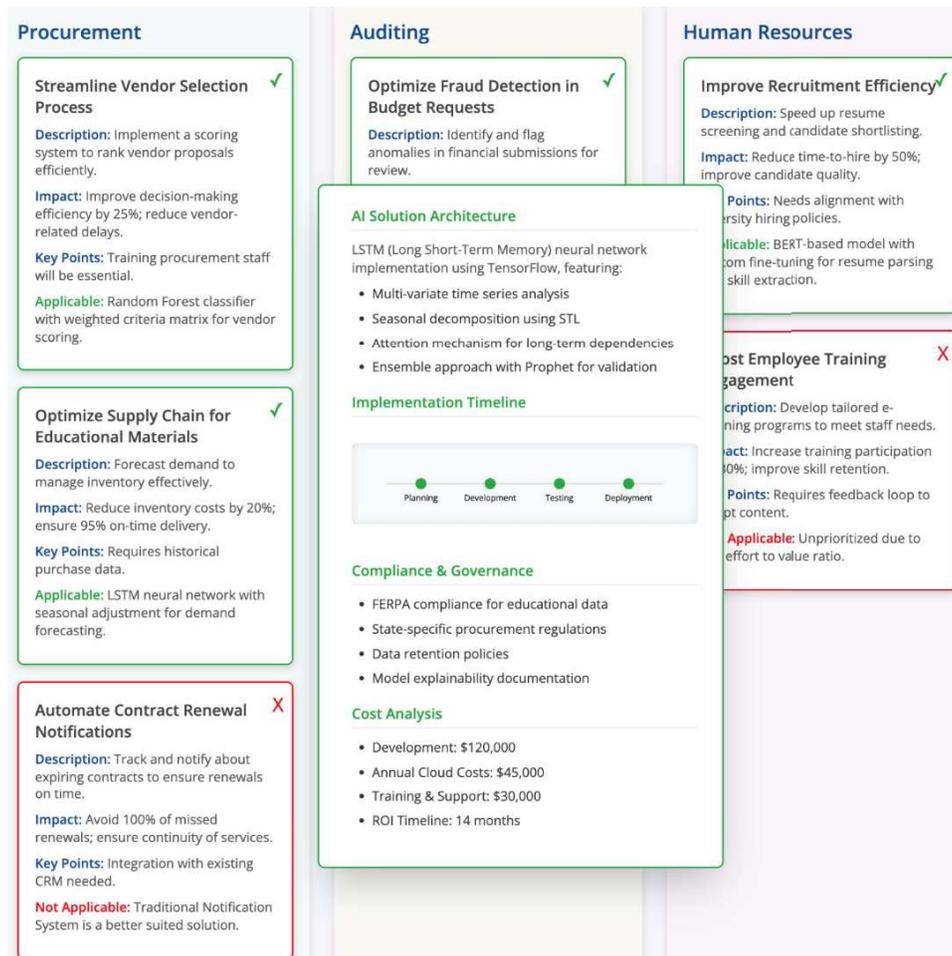


Procurement	Auditing	Human Resources
<p>Streamline Vendor Selection Process</p> <p>Description: Implement a scoring system to rank vendor proposals efficiently.</p> <p>Impact: Improve decision-making efficiency by 25%; reduce vendor-related delays.</p> <p>Key Points: Training procurement staff will be essential.</p>	<p>Optimize Fraud Detection in Budget Requests</p> <p>Description: Identify and flag anomalies in financial submissions for review.</p> <p>Impact: Reduce fraud cases by 15%; improve compliance rates by 20%.</p> <p>Key Points: Requires collaboration with the finance team.</p>	<p>Improve Recruitment Efficiency</p> <p>Description: Speed up resume screening and candidate shortlisting.</p> <p>Impact: Reduce time-to-hire by 50%; improve candidate quality.</p> <p>Key Points: Needs alignment with diversity hiring policies.</p>
<p>Optimize Supply Chain for Educational Materials</p> <p>Description: Forecast demand to manage inventory effectively.</p> <p>Impact: Reduce inventory costs by 20%; ensure 95% on-time delivery.</p> <p>Key Points: Requires historical purchase data.</p>	<p>Enhance Audit Report Accuracy</p> <p>Description: Automate the detection of errors in financial reports.</p> <p>Impact: Reduce manual errors by 30%; streamline review process.</p> <p>Key Points: Data integration from multiple sources is critical.</p>	<p>Boost Employee Training Engagement</p> <p>Description: Develop tailored e-learning programs to meet staff needs.</p> <p>Impact: Increase training participation by 30%; improve skill retention.</p> <p>Key Points: Requires feedback loop to adapt content.</p>
<p>Automate Contract Renewal Notifications</p> <p>Description: Track and notify about expiring contracts to ensure renewals on time.</p> <p>Impact: Avoid 100% of missed renewals; ensure continuity of services.</p> <p>Key Points: Integration with existing CRM needed.</p>		

AI Evaluation: The second step focuses on evaluating the key issues identified in the Business Assessment phase through the lens of AI. Leveraging Genesis's expertise in AI and Agile methodologies, we analyze each issue by asking critical questions: *Is this a problem that AI can effectively solve, or would traditional approaches yield better results? If it is an AI-suited problem, what are the specific requirements to develop a solution and what are the most appropriate models and algorithms for this specific problem?*

Our Team assesses the effort-to-value ratio to ensure the proposed AI solution is both practical and impactful. For challenges that align as AI problems, we delve deeper to structure them into actionable projects, breaking down how an AI-driven solution would look. This includes outlining the necessary components, such as data requirements, technical considerations, and potential implementation pathways, while also identifying any risks or limitations to consider. The outcome of this phase is a comprehensive assessment of which issues should be addressed by the AI strategy and a clear blueprint of what an AI solution entails for each problem—covering requirements, expected effort, potential value, and key caveats. Following the business assessment, we evaluate each challenge through the lens of AI, analyzing whether AI can provide a suitable solution or if traditional methods would be more effective. For each identified Use Case, we assess the technical requirements, feasibility, and expected effort-to-value ratio.

This analysis helps us to prioritize AI-driven solutions that will deliver the most impactful results. The image below summarizes the AI solutions proposed for each use case, along with the necessary resources and potential risks (*A more detailed description of how the AI Solution Design process is conducted can be found in section 5.2.3*).



Strategy Development: The final stage of the framework involves crafting the AI Strategy itself — a comprehensive, value-driven plan designed to deliver incremental and sustained benefits over time. Grounded in the insights from the previous phases, the strategy is structured to deploy AI solutions in progressive layers, typically over yearly increments. This phased approach ensures that each successive solution builds upon the infrastructure, expertise, and value created by earlier implementations. This strategy is firmly anchored in practicality and value creation. By focusing on the specific needs and priorities identified in each department, the plan ensures that AI remains a tool to solve real business challenges, rather than an abstract goal. This avoids the pitfalls of strategies that rely on vague platitudes, unrealistic KPIs, or ungrounded ambitions. Instead, the result is a roadmap that is actionable, feasible, and directly aligned with the organization’s objectives. Resulting from this phase we output a roadmap detailing progress across defined timeframes (such as yearly, quarterly, per PI, etc.).

1. **Use Cases:** Specific AI-driven initiatives to be addressed within each timeframe.
2. **Expected Results:** Clear outcomes in terms of business impact and measurable improvements.
3. **Development Deliverables:** The specific solutions, tools, or models to be implemented.
4. **Technical Milestones:** Key infrastructure or capability enhancements to support future initiatives.

By focusing on incremental progress and tangible results, this strategy not only ensures early wins but also lays the groundwork for sustained AI-driven innovation across the organization. Building on the insights from the previous phases, we develop a phased AI strategy that incrementally addresses the identified challenges. The strategy was designed to deploy AI solutions progressively over several years, ensuring each implementation builds on the success and infrastructure of prior ones. This approach maximizes value from the start while setting up the foundation for scalable, long-term AI integration. The image below summarizes the year-by-year roadmap of use cases, technical milestones, and expected results.

	Year 1	Year 2	Year 3
Use Cases	<ul style="list-style-type: none"> PROC: Streamline Vendor Selection Process HR: Improve Recruitment Efficiency 	<ul style="list-style-type: none"> PROC: Optimize Supply Chain for Educational Materials AUDIT: Create infrastructure for Fraud Detection Improvements 	<ul style="list-style-type: none"> AUDIT: Optimize Fraud Detection in Budget Requests
Expected Results	<ul style="list-style-type: none"> PROC: reduce vendor-related delays by >40%. HR: Reduce time-to-hire by 50% 	<ul style="list-style-type: none"> PROC: Reduce inventory costs by 20% AUDIT: Infrastructure capable of hosting >100 streaming AI models 	<ul style="list-style-type: none"> AUDIT: Reduce fraud cases by 15%; improve compliance rates by 20%.
Deliverables	<ul style="list-style-type: none"> PROC: End-to-end workflow for vendor scoring and evaluation HR: Automatic candidate screening and pre-validation 	<ul style="list-style-type: none"> PROC: Application for demand forecasting and automatic stock planning. AUDIT: End-to-end AI Infrastructure available for all departments 	<ul style="list-style-type: none"> AUDIT: End-to-end, automatic workflow for fraud detection and analysis.
Milestones	<ul style="list-style-type: none"> 5-7 initial hires for the AI Division (1x Director, 1x Manager, 5x AI Engineers) Integrated Data & AI Platform, with Procurement data 	<ul style="list-style-type: none"> MLOps Pipelines integrated to the Data & AI Platform. Audit & Finance department data fully ingested in the Platform 	<ul style="list-style-type: none"> External clients data fully integrated into the Data & AI Platform. Complete Infrastructure to develop new AI use cases on

5.2.2 Feasibility Study and Case Identification

Use case discovery is a complex process, requiring a deep understanding of an organization’s unique nuances and industry-specific dynamics. When approached without a structured framework, it can lead to misaligned efforts, wasted time, and initiatives that fail to deliver value. Genesis addresses this challenge by combining its expertise in Agile SAFe methodologies with the proven **Data Product Canvas (DPC)** framework, ensuring a streamlined, effective process that consistently identifies high-impact Use Cases.

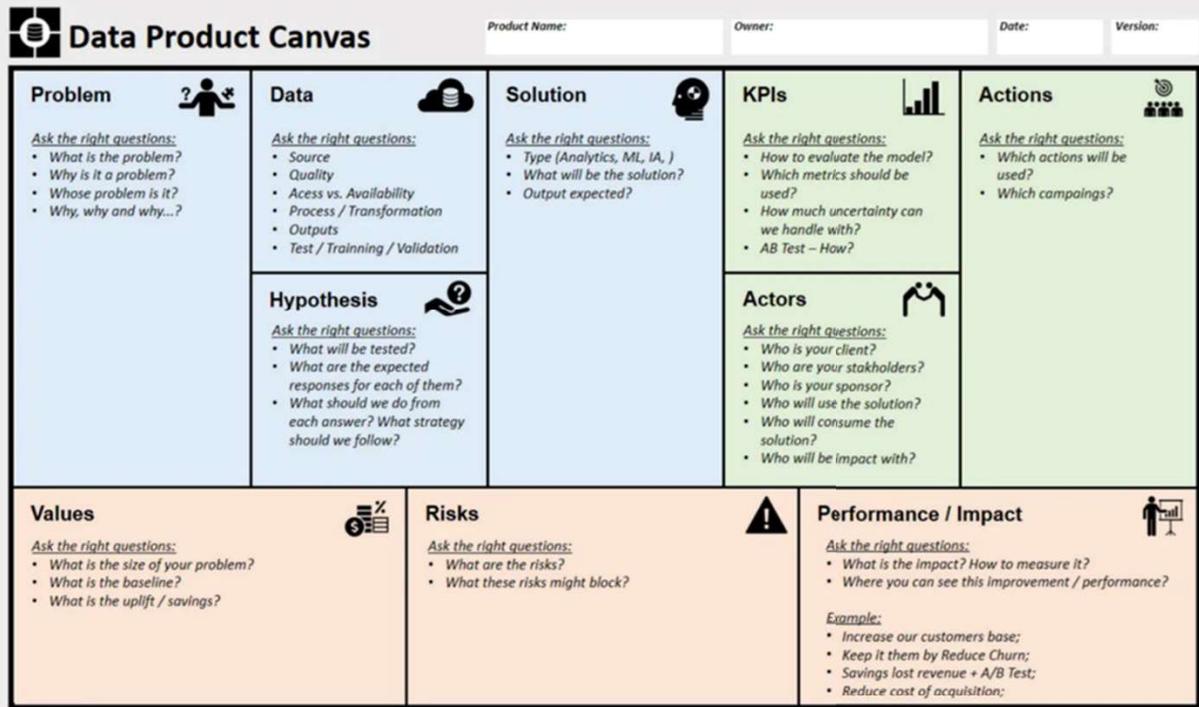


Figure 6: Data Product Canvas

Using the DPC, Genesis identifies and evaluates opportunities by mapping organizational challenges to potential AI solutions while examining feasibility in key areas. These evaluations include an in-depth analysis of value potential, technical viability, and compliance requirements—both external (regulations) and internal (organizational policies). Additionally, the DPC provides a framework for documenting a detailed pros and cons assessment, as well as a risk-benefit analysis for each identified use case, ensuring that decision-makers have a comprehensive understanding of the opportunities and challenges involved.

In parallel, Genesis integrates essential data strategy considerations into its feasibility studies through the DPC. This ensures that every use case is evaluated in terms of data quality, governance, and integration readiness—critical components for successful implementation. The canvas also facilitates prioritization by weighing each use case's impact and ease of deployment, enabling organizations to focus on initiatives that offer the highest value with manageable complexity. With this, Genesis provides a clear roadmap from discovery to action, empowering organizations to confidently invest in initiatives that are not only feasible but also strategically aligned with their goals.

5.2.3 AI Solution Design and Roadmap

Designing effective AI solutions requires a careful balance of technical expertise, regulatory compliance, and business alignment. At Genesis, we achieve this through a combination of deep AI expertise and a structured methodology, ensuring every solution is robust, ethical, and tailored to the client’s needs. By leveraging tools like the **Machine Learning Canvas**, we ensure that our solutions are not only designed to address the challenges at hand, but are also practical and ready for seamless implementation, far beyond theoretical concepts.

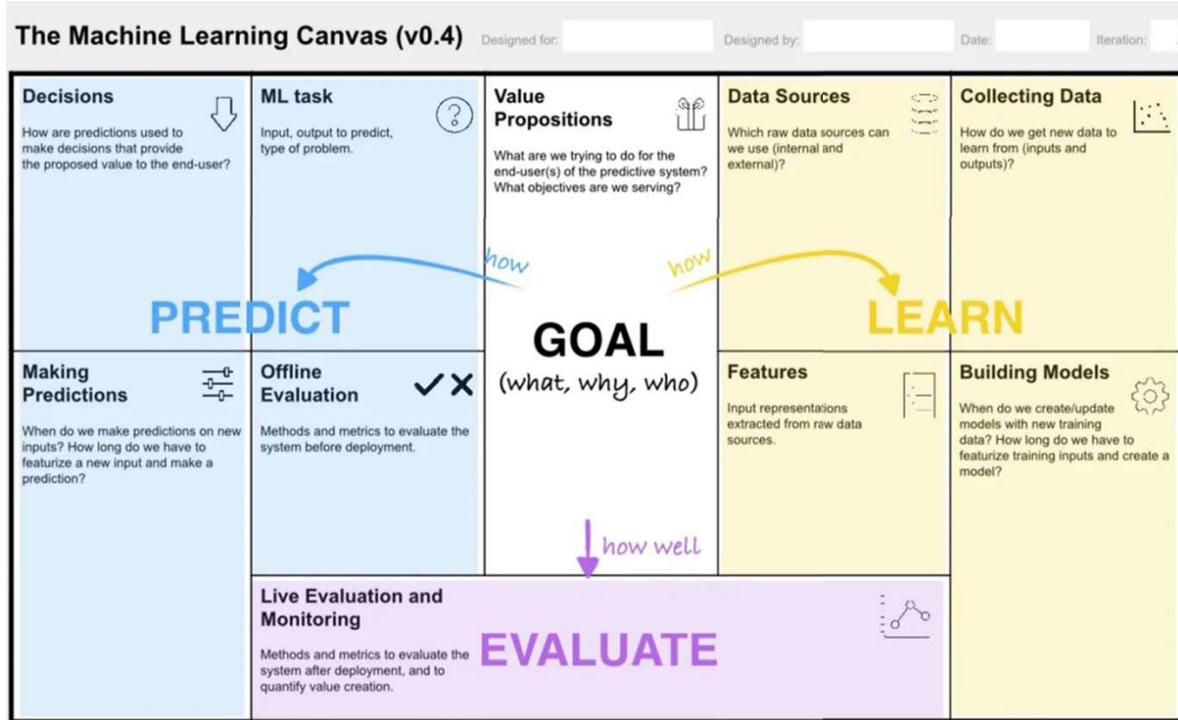
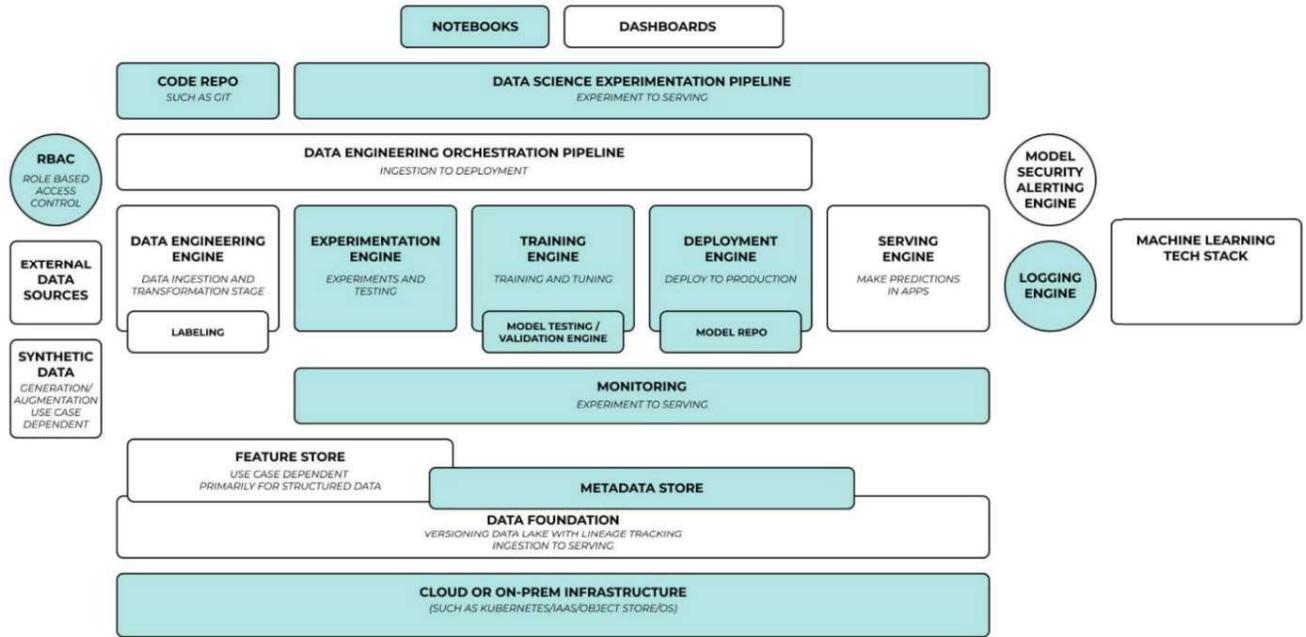


Figure 7: Machine Learning Canvas

Genesis uses the Machine Learning Canvas to tackle the technical aspects of AI solution design in a structured and methodical way. The framework helps organize critical elements such as data sources, features, model building, and evaluation strategies, ensuring that the technical foundation of each solution is robust and aligned with the project’s goals. Building on this structured approach, Genesis enriches the process by integrating compliance analysis, ethical considerations, and regulatory requirements to deliver solutions fully aligned with organizational and public sector standards. By combining the Canvas with our expertise in compliance and governance, Genesis provides comprehensive roadmaps that go beyond the technical scope. These include clear project milestones, governance frameworks, resource planning, and detailed cost assessments, ensuring solutions are actionable and scalable.

5.2.4 Pilot Testing and Implementation Support

Pilot implementations are inherently complex. They demand a clear definition of the hypotheses to be validated, thoughtful trade-offs between complexity and flexibility, and careful navigation of organizational processes and data architecture to ensure alignment with business realities. Additionally, proper planning is essential to ensure that the insights and deliverables from the pilot can transition into full-scale projects that generate tangible value. Genesis has extensive experience executing these implementations, skillfully balancing the complexities of developing advanced AI solutions with the unique challenges of pilot projects.



As illustrated above, implementing an AI solution involves multiple steps, all of which must be considered during a pilot. While not all steps may fall within the scope of pilot development, effective planning must address how they will be handled in production. Genesis ensures a grounded approach by thoroughly analyzing every aspect of the process. By the end of the pilot, every step needed for a seamless transition to production is carefully evaluated, even those outside the pilot’s immediate scope.

Support Networks
Genesis SMEs and Engineers
Provide continuous guidance on the developed AI solutions



Customized Trainings
Trainings and Capacity Building sessions are tailored according to each department specific needs

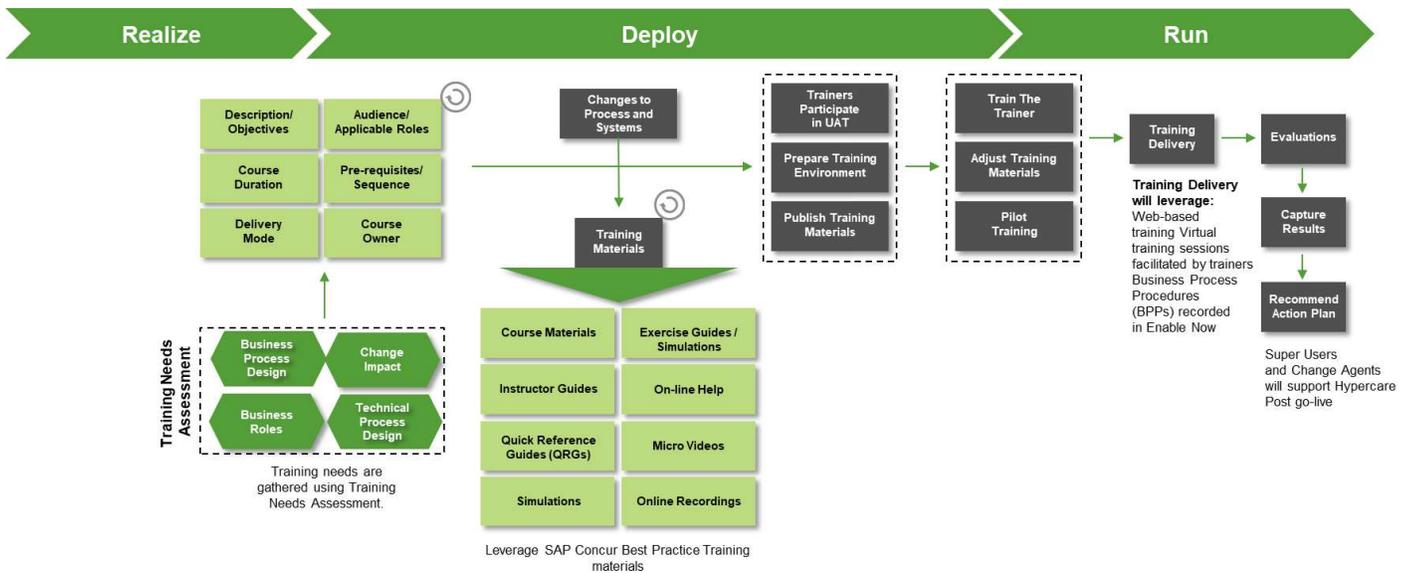
Complete Documentation
Every aspect of the AI Solutions is fully documented – nothing is proprietary; the organization owns everything

Genesis operates independently of specific vendors, choosing the best tools for each project. Pilots can be developed on any major cloud platform using the AI technologies that best align with the project's needs, a flexibility that allows us to craft pilots that truly align with the organization goals, and not just showcase potential, while lacking tangible outcomes.

5.2.5 Training, Adoption, and Capacity Support

Different departments have distinct needs when it comes to AI. Some require hands-on development skills to build and maintain AI solutions, while others would benefit more from guidance on how to leverage AI tools effectively to improve daily operations. AI training and capacity-building cannot follow a one-size-fits-all approach - Genesis recognizes this, and designs tailored training programs that align with organizational goals while addressing the specific requirements of each individual department.

Genesis excels in guiding organizations through a smooth AI adoption journey, ensuring long-term success and self-sufficiency. Beyond simply delivering training, Genesis focuses on empowering teams with the knowledge and tools to independently manage and expand their AI capabilities. By combining tailored capacity-building sessions, meticulous documentation, and ongoing expert support, Genesis ensures that every department not only understands how to use AI effectively but also has the confidence to adapt and evolve these solutions as organizational needs grow.



Genesis plans to use a variety of training material assets as part of our approach. Genesis has accelerators of training curriculum outlines for key roles including end users, approvers, accounting processors, and functional administrators of the product; these are used as foundational elements to then add specific content for training outlines that are tailored to the configuration. This includes a combination of Quick Reference Guides, Detailed User Guides, Articulate based CBT learnings, and Train the Trainer engagement.

The exact nature and type of training materials will vary from customer to customer and contract to contract.



Training Medium	Training Approach
Instructor Led Training	This will deliver the Training Live to the various role-based groups identified.
Computer Based Training (CBT)	Genesis will generate role-based training using the curriculum content in a CBT mode using Articulate Storyline. Training can be hosted on a dedicated LMS platform if this is currently available, otherwise these will be hosted on an internal SharePoint site that allows users to access training from any web enabled device or through MS Teams.
Quick Reference Documents (QRD)	Genesis will develop documents that highlight key functions or knowledge points that a user might need to reference due to infrequent use of product or to ensure adherence to policy.

5.3 Specifications and Requirements

5.3.1 Consultant Expertise and Qualifications

With over 7 years of direct experience in Artificial Intelligence, Machine Learning, Computer Vision, and Automation, Genesis has consistently delivered innovative solutions that meet the evolving needs of complex organizations. Our expertise spans requirements gathering, data integration, AI/ML Programming, and management, as well as the deployment and automation of advanced data processes using tools such as machine learning and artificial intelligence. We have successfully executed projects of a similar scale and complexity within the last five years, providing comprehensive Data and AI Consulting, Integration, and Implementation Services. Our track record of delivering value to organizations of similar size ensures that we are well-prepared to support the Member objectives, backed by industry-recognized certifications that reflect our competence in this field. We have had the pleasure of supporting important and cutting-edge technology projects to include software systems for educational entities, data security and system support for homeland security, management software and services for state government healthcare systems, and technology consulting services for a diverse set of clients across multiple spectrums. Several of our most recent projects that included AI solutions are outlined below.

Project	Public Sector	Data Modeling	AI/ML Solutions	Data Security	Project Mgt	Compliance
Fairfax County CRM	✓	✓	✓	✓	✓	✓
DHS USCIS PCIS	✓	✓	✓	✓	✓	✓
WMATA Expense/Invoice Mgt	✓	✓	✓	✓	✓	✓
Fulton County Public Schools Expense	✓	✓	✓	✓	✓	✓
Seattle Public Schools	✓	✓	✓	✓	✓	✓
State of Florida DCF ACCESS	✓	✓	✓	✓	✓	✓
U.S. General Services Administration ETSNext	✓	✓	✓	✓	✓	✓
SKF Industries	✓	✓	✓		✓	✓

Case Study: Washington Metropolitan Area Transit Authority (WMATA):



The Washington Metropolitan Area Transit Authority (WMATA) has contracted Genesis Consulting to implement SAP Concur Invoice, Travel & Expense, leveraging Machine Learning/Artificial Intelligence (AI) technology that fully automates the invoice capture while extracting key invoice information necessary for purchase order invoice matching services and the expansion of additional invoice related services. The Concur solution is fully automated, highly accurate,

enhances efficiencies, increases productivity, eliminating manual key entry that integrates seamlessly with WMATA's current ERP system, PeopleSoft Version 9.2 (PS). Our solution intakes and scans electronic invoices (PO-based, Non-PO, Capital), extracts key invoice information and in PeopleSoft electronically completes the three-way match validation to WMATA's purchase orders. Genesis's SAP Concur solution and related processes are totally automated, and any manual entry is only applied to correcting exceptions. Successful automated matches are transmitted to the PeopleSoft Accounts Payable module to complete the three-way match process and initiate the automated voucher build and subsequent invoice payments to suppliers. Genesis is now fully live with SAP Concur Invoice (June 2023) and Travel & Expense (July 2024) with both projects being delivered on time and on budget. Our solution leverages AI to automate and enhance the invoicing, expense, and travel vetting processes. For invoicing, AI can minimize processing times and reduce errors, ensuring invoices are accurate and quickly prepared. For invoice vetting, AI will be applied to improve verification and approval workflows, enabling faster and more precise checks. These advancements collectively ensure smoother financial operations, empowering the District to achieve higher compliance standards and more efficient use of resources. We also optimized P-Card management through AI-driven tools. These tools will automate and improve the handling of P-Card transactions, making the process more efficient and transparent. This approach reduces manual oversight and human error while enabling better tracking, categorization, and reconciliation of P-Card usage, ultimately supporting a more streamlined and effective financial framework.

5.3.2 Data Security and Privacy Compliance

Genesis Consulting Partners understands the critical importance of compliance with federal, state, and local data privacy laws. As a firm with a longstanding history of serving federal, state, and local government customers, we ensure that all AI solutions adhere to the applicable legal frameworks, such as the Privacy Act, state-specific data protection statutes, and any relevant sector-specific regulations. Our compliance-driven approach involves continuous monitoring of legislative updates and integrating these requirements into all stages of AI implementation. By embedding privacy considerations into the design and deployment of AI systems, we safeguard the organization against legal risks and build public trust in its services.

We are committed to providing detailed documentation that demonstrates compliance with global and local data protection regulations, including GDPR, where applicable. This documentation outlines the measures taken to uphold principles such as data minimization, purpose limitation, and user consent. For example, we ensure that data collection processes are clearly defined and justified, and we implement mechanisms for individuals to access, rectify, or delete their data where required. Our adherence to these standards is supported by regular audits, impact assessments, and transparent reporting to ensure alignment with the highest standards of data protection. In accordance with federal regulations and based on our practices of serving our Department of Defense, Department of Homeland Security, and NASA customers, our team protects sensitive and personal information during data processing, we implement robust security measures that align with industry best practices. These include encryption of data at rest and in transit, role-based access controls, and secure authentication protocols. Additionally, we establish comprehensive incident response plans to address potential data breaches swiftly and effectively. By integrating security measures into the AI lifecycle—from development to deployment—we ensure that sensitive information remains protected against unauthorized access.

Case Study: Department of Homeland Security (DHS), United States Citizenship and Immigration Services:



U.S. Citizenship and Immigration Services

The U.S. Department of Homeland Security (DHS), Citizenship and Immigration Services (USCIS) is the federal agency that oversees and administers the country’s naturalization and immigration system. On a typical day, over 19,000 USCIS employees work to adjudicate over 25,000 requests for immigration benefits, field over 50,000 phone calls, serve 2,200 customers at 86 field offices across the US, and welcome 2,000 new citizens at naturalization ceremonies. On average, USCIS.gov hosts 335,000 unique sessions daily, and at over 130 application support centers, fingerprints and photographs 13,000 people as part of the identification verification process.

Genesis was tasked to lead the agile development teams that are providing a modernized system and environment to facilitate the centralized collection and development of a single authoritative source of trusted biographical and biometric information.

As part of our tool kit of processes and activities, we leverage the following data security, governance, and compliance practices:

Component	Activities\Practice	Output\Measure
<p>Data Security and Governance</p>	<ul style="list-style-type: none"> • Developing and implementing data governance policies that align with industry regulations (e.g., GDPR, CCPA). • Establishing data stewardship roles to oversee data management and ensure compliance with governance policies. • Implementing data security measures, including encryption, anonymization, and data masking, to protect sensitive data. • Conducting regular audits and compliance checks to ensure adherence to data governance frameworks 	<ul style="list-style-type: none"> • Data governance framework and policy documentation. • Role-based access control (RBAC) setup for data security. • Compliance audit reports and risk assessments
<p>Compliance</p>	<ul style="list-style-type: none"> • Implementing data quality management tools to continuously monitor and resolve issues like duplicate data, missing values, and inconsistencies. • Setting up data validation rules and automated alerts to detect and correct data quality problems in real-time. • Conducting regular data audits to assess data quality and ensure compliance with established standards. 	<ul style="list-style-type: none"> • Automated data quality reports and dashboards. • Data validation rules and alerts. • Regularly scheduled data audits and improvement plans.

To further adoption, compliance, and success, we also provided multiple training events and workshops to acclimate Product Ownership Teams with their roles, responsibilities, and level of commitment needed by the to successfully transform and adopt the methodology and solution. We trained more than 40+ POs across three USCIS divisions, delivering over 30 classes to over 600 participants.

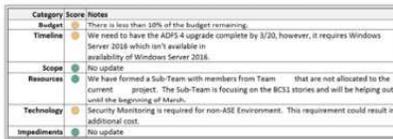
5.3.3 Project Management and Reporting

Genesis Consulting Partners recognizes the importance of clear communication and regular engagement with the organization’s project management team to ensure the success of the project. We often provide consistent project status updates through written reports and attending weekly or bi-weekly meetings, as agreed upon. These updates will outline progress against milestones, address any challenges or risks, and detail next steps, ensuring transparency and alignment throughout the project. By fostering open communication, we build trust and ensure that the organization remains informed and involved in every phase of the project.



We also understand the significance of delivering a comprehensive final report that encapsulates the project’s findings, recommendations, implementation outcomes, and lessons learned. This document will serve as a valuable resource for guiding future initiatives and sustaining the benefits achieved during the engagement. Additionally, Genesis Consulting Partners is committed to meeting all project deadlines and submitting required documentation promptly. Our proven project management approach ensures timely delivery of high-quality outputs, enabling the organization to achieve its objectives efficiently and effectively.

How are we doing overall?



When will the release be done?



Are we on track with costs?



What value is being delivered?



What are the key release dates?



How are we measuring Quality?

Example: At USCIS, on the project referenced above, Genesis developed business operational performance metrics (e.g. value, meeting business needs, productivity, service quality, system effectiveness) using Agility Health assessment tool. The Agility Health enables us to get an initial benchmark measure of our agile team’s health and performance to identify Team Growth Items

(TGIs) and Organizational Growth Items (OGIs). In addition, our Atlassian SMEs built multiple Jira and Confluence dashboards at team, program and portfolio levels to evaluate how each ART is meeting their business and technical objectives. Below is the list of top reports that is currently being used by each team: Burn Up Chart, Test Coverage and Defect %, Feature Progress Report, Program Predictability Measure, Cumulative Flow Diagram, CI/CD efficiency, and DevOps Health Radar. As a result of these reports ARTs can forecast their capacity and do a better job to commit to the PI objectives that is reasonable. In addition, Genesis delivers analytical reporting and multiple workshops (inspect and adapt, budget planning, and impact assessment) to support lean budget/business case justifications for system enhancement/modernization, consolidation, and/or disposition in alignment with the IT Strategy and roadmap. Using our metrics-based approach and new dashboards, Genesis established a Lean Agile Budget processes which enabled IT and Business Leadership to be more predictable and flexible.

5.3.4 Budget and Cost Estimates

Genesis Consulting Partners is committed to providing a transparent and detailed cost breakdown for all services delivered. This breakdown will include consultancy fees, software licensing costs (if applicable), and any other anticipated expenses, such as training materials, travel, or specialized resources. By offering clarity on the financial aspects of the engagement, we ensure that the organization can make informed budgeting decisions and maintain control over project expenditures. Our approach includes proactive communication about any potential cost adjustments, avoiding surprises and fostering trust throughout the engagement. We also offer flexible pricing structures tailored to the scope and needs of the project. For well-defined deliverables, we provide fixed-price contracts that offer predictability and control over costs. Alternatively, for projects requiring flexibility due to evolving requirements, we recommend a time-and-materials pricing model, ensuring that the organization only pays for the services rendered. This adaptability allows us to align with the organization's financial and operational goals, providing value-driven solutions that deliver measurable results.

Example: At USCIS, using our metrics-based approach and new dashboards, Genesis established a Lean Agile Budget processes which enabled IT and Business Leadership to be more predictable and flexible. As part of this process we noticed that the cross collaboration between Business Owner and OIT leadership resulted in identifying new work that had higher priority and was initially not scheduled when an unanticipated event occurred, such as COVID-19, mid-development. Our changes in processes allowed USCIS to reprioritize the Value Streams and adjust the budget plans based on the new changes. Changes were quickly communicated to the Program and Team level mid-PI to allow for immediate action. As an example, during COVID-19, PCIS budget was reduced by more than 20%; however, the leadership team was able to provide mitigation strategy for each value stream and changes such as updates to the Features/User Stories and Acceptance criteria took place within a single sprint. Such changes allowed our project to finish on time and in scope even through the unforeseen and unplanned changes caused by COVID-19.

5.3.5 Data Strategy and Cost Estimates

Data Quality Controls:

Genesis employs a robust methodology to ensure data quality, recognizing that accurate and reliable data is fundamental to successful AI implementations. To maintain data integrity and accuracy, we establish comprehensive data quality controls tailored to the organization's needs. These controls include automated checks, such as range validation, duplication detection, and anomaly identification, to verify that all data used in AI models is consistent and error-free. We also conduct periodic audits of the data pipeline to ensure adherence to quality standards

throughout the AI development lifecycle, minimizing risks associated with flawed data.

Our methodology includes clearly defined data validation and enrichment procedures to enhance dataset quality. Data validation processes focus on identifying inaccuracies, inconsistencies, or gaps in the datasets, using advanced tools and techniques such as schema validation and statistical analyses. Once identified, inconsistencies are addressed through corrective actions, such as data cleaning or re-sourcing. To further enrich datasets, we implement strategies like feature engineering, merging supplementary data sources, and leveraging domain expertise. These enrichment procedures ensure that datasets are not only accurate but also comprehensive and contextually relevant, enhancing the performance and reliability of the AI models.

Data Governance Framework:

Genesis Consulting Partners employs a comprehensive governance strategy to ensure responsible and transparent data management throughout AI implementation. Our strategy begins with the establishment of clear policies for data ownership, usage rights, and stewardship roles. We work collaboratively with stakeholders to define who owns, controls, and has access to organizational data, ensuring that responsibilities are clearly delineated and documented. Data usage policies outline permissible and restricted uses to prevent misuse or misalignment with organizational objectives, while stewardship roles focus on accountability for maintaining data integrity and compliance. These policies create a structured framework for ethical and effective data management.

To support compliance with public sector regulations, we provide detailed governance documentation that aligns with applicable laws and standards. This includes outlining processes for version control and data lineage tracking to ensure transparency in data handling. Version control systems track changes to datasets and associated documentation, enabling accountability and reproducibility. Data lineage tracking maps the origin, movement, and transformation of data throughout its lifecycle, fostering trust and regulatory compliance. By documenting these processes and providing user-friendly tools and training, Genesis Consulting Partners equips the organization with a sustainable governance structure that ensures compliance and supports ongoing innovation.

Data Privacy Assurance:

Genesis Consulting Partners adopts a privacy-first methodology to ensure compliance with data privacy laws such as GDPR, CCPA, or other relevant local legislation. Our approach begins with a comprehensive review of the organization's data handling practices to identify any gaps in compliance. We implement robust policies and technical safeguards to uphold key privacy principles such as data minimization, purpose limitation, and lawful processing. By embedding these standards into every phase of the AI model lifecycle, we ensure that data is handled responsibly and in full alignment with regulatory requirements. Regular audits and impact assessments are conducted to maintain ongoing compliance and to adapt to changes in legislation or organizational needs.

To protect sensitive information, we incorporate methodologies such as data anonymization and pseudonymization. These techniques ensure that personal identifiers are either removed or replaced with non-identifiable surrogates before data is processed by AI models, mitigating privacy risks. Additionally, we create a protocol for obtaining and managing data consent, ensuring that individuals are informed about how their data will be used and that their preferences are respected. This includes designing user-friendly consent mechanisms, maintaining accurate consent records, and enabling individuals to modify or revoke their consent easily. These

practices, combined with our focus on privacy by design, provide a secure and transparent framework for managing sensitive information throughout the AI lifecycle.

Data Security Protocols:

Genesis Consulting Partners employs a multi-layered methodology to ensure robust data security throughout the AI project lifecycle. Our approach begins with implementing industry-standard measures such as encryption for data at rest and in transit, ensuring that sensitive information remains protected from unauthorized access. Role-based access controls are established to limit data access to authorized personnel only, with periodic reviews to address evolving organizational needs. We also conduct comprehensive risk assessments to identify potential vulnerabilities in the data handling pipeline, enabling proactive mitigation strategies. These practices collectively minimize the likelihood of security breaches and ensure data integrity.

To address potential data breaches or security incidents, we develop a detailed response plan that specifies roles, responsibilities, and actions for rapid containment and resolution. This includes incident detection protocols, escalation pathways, and communication strategies to inform stakeholders promptly. In addition, we ensure that secure data storage and backup practices are in place, such as automated backups, geographically redundant storage, and regular testing of recovery procedures. These measures protect against data loss and ensure that critical information can be restored in the event of system failures or cyberattacks. By combining preventive and responsive strategies, Genesis Consulting Partners delivers a comprehensive framework for safeguarding organizational data.

Ongoing Data Strategy Evaluation:

Genesis Consulting Partners incorporates a dynamic and adaptive approach to data strategy to ensure it remains effective amidst regulatory changes and technological advancements. Our methodology includes a plan for periodic evaluations, which involve scheduled reviews of the data strategy to identify gaps or areas requiring updates. These reviews will assess compliance with new regulations, such as changes to privacy laws, and evaluate the integration of emerging technologies that could enhance data management or AI performance. We also establish mechanisms for continuous feedback from stakeholders, ensuring the data strategy evolves in alignment with organizational goals and external requirements. Detailed documentation of these updates ensures transparency and ease of implementation.

To empower the organization to sustain its data strategy, we provide comprehensive training and workshops for internal teams. These sessions are tailored to the organization's specific needs and cover topics such as data governance, compliance requirements, and best practices for data handling. Through hands-on workshops and interactive discussions, team members will gain the skills needed to monitor, manage, and update the data strategy independently post-consultation. Additionally, we supply user-friendly reference materials and offer ongoing support to address any questions or challenges that arise. This holistic approach ensures the organization can confidently uphold and adapt its data strategy over time.

5.3.6 Ethical AI Requirements

Ethical Framework Alignment:

We employ a rigorous methodology to ensure that proposed AI solutions align with industry-standard ethical guidelines and the organization's specific principles. Our approach begins with a thorough review of ethical frameworks such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems and the EU Ethics Guidelines for Trustworthy AI. These standards are mapped against the organization's mission and values to establish a tailored ethical baseline for

AI development. Every phase of the project, from design to deployment, incorporates this baseline to ensure that the AI solutions are transparent, accountable, and aligned with both global best practices and the organization's unique priorities. Regular ethical audits and stakeholder consultations further reinforce adherence to these principles.

To integrate fairness and inclusiveness into AI development, we adopt a proactive approach that addresses potential sources of bias at every stage. This includes conducting fairness assessments during data collection to ensure diverse and representative datasets, as well as auditing algorithms for unintended bias using explainable AI (XAI) tools. We involve a broad range of stakeholders, including representatives from underserved or marginalized communities, to ensure that AI outputs serve all demographics equitably. Additionally, we implement mechanisms for continuous monitoring and improvement, enabling the organization to detect and mitigate any emerging biases over time. By embedding fairness and inclusivity into the AI lifecycle, we help the organization build systems that foster trust and equity while avoiding discriminatory outcomes.

Bias Detection and Mitigation:

Genesis developed a structured methodology to identify and mitigate bias in both training data and algorithms, ensuring AI solutions are fair and equitable. Our approach begins with a comprehensive analysis of the training data to identify potential biases, such as over-representation or under-representation of certain groups. We implement data preprocessing techniques, including data balancing, augmentation, and feature selection, to address these disparities. During algorithm development, fairness constraints and bias mitigation techniques—such as reweighting or adversarial debiasing—are applied to reduce the risk of biased outputs. These steps are complemented by thorough testing using fairness metrics to ensure the models meet industry standards for equity and inclusivity.

To maintain fairness over time, we propose robust ongoing monitoring techniques to track bias throughout the deployment and operation of the AI system. This includes implementing automated monitoring tools that evaluate model outputs for potential biases against key performance indicators (KPIs) tied to fairness and inclusivity. Periodic audits are conducted to assess the system's behavior in real-world applications and to address any new sources of bias that may emerge. Feedback loops are established, allowing stakeholders to report discrepancies or concerns, which are then addressed through model retraining or updates to the data pipeline. By combining proactive mitigation with continuous monitoring, Genesis Consulting Partners ensures that AI systems remain transparent, equitable, and aligned with organizational values.

Transparency Protocols:

Our approach is fundamentally designed to ensure that AI models are transparent and understandable for relevant stakeholders. This involves incorporating explainability tools and techniques, such as SHAP (Shapley Additive Explanations) or LIME (Local Interpretable Model-Agnostic Explanations), into the model development process. These tools enable stakeholders to understand how specific inputs influence AI decisions, ensuring that the decision-making logic is accessible and interpretable. Regular stakeholder briefings and workshops are conducted to demystify technical aspects of the AI models, empowering non-technical users to confidently leverage AI outputs in decision-making processes. This focus on transparency fosters trust and ensures

alignment with organizational goals.

A robust documentation process is integral to our approach, providing comprehensive insights into the AI system's inner workings. This documentation includes detailed records of data sources, preprocessing steps, and data validation processes to ensure the provenance and integrity of the data used. The decision logic of the models is meticulously documented, outlining key algorithms, rules, and parameters that influence outcomes. Additionally, model outputs are systematically recorded and analyzed to provide a clear trail of how predictions or decisions were generated. This documentation serves as both a reference for stakeholders and a foundation for future audits, updates, or enhancements, ensuring the AI system remains understandable, reliable, and accountable over time.

Accountability Measures:

We define accountability measures for AI development and use, ensuring all actions, decisions, and model changes are tracked and documented. This begins with establishing a version control system that records every modification to the AI model, including changes to algorithms, data inputs, and configuration settings. Each step of the development process is tied to specific roles and responsibilities, ensuring that team members are accountable for their contributions. Additionally, we implement comprehensive logging mechanisms that capture model decisions and their underlying reasoning, enabling a clear trail of accountability for every output generated by the system. These measures provide transparency and ensure that the organization can address potential issues swiftly and effectively.

To ensure ongoing compliance with ethical standards, we propose a robust AI auditing framework. This framework includes periodic audits to evaluate the system's alignment with ethical guidelines and organizational principles. The audits assess factors such as fairness, accuracy, transparency, and compliance with data privacy laws. Automated tools and human oversight are combined to detect deviations or potential risks in the AI's operation. Stakeholder feedback is also integrated into the auditing process, ensuring diverse perspectives are considered. Audit findings are documented and used to refine the AI system and associated processes, creating a continuous improvement loop that upholds accountability and ethical integrity throughout the AI's lifecycle.

Impact Assessments:

Our Team conducts regular ethical impact assessments to evaluate the societal, cultural, and operational implications of AI systems. These assessments are designed to identify potential risks, such as unintentional bias, misuse, or negative effects on specific communities. Our approach involves engaging a diverse range of stakeholders, including community representatives, organizational leaders, and technical experts, to ensure a holistic evaluation of the AI system's impact. By leveraging established frameworks such as the Ethics Guidelines for Trustworthy AI, we systematically assess the AI system's alignment with fairness, inclusivity, and societal benefit. Regular intervals for reassessment are scheduled to ensure the AI system adapts to evolving societal norms and organizational needs.



To address findings from ethical impact assessments, we establish a structured framework for implementing corrective actions. This framework prioritizes transparency by documenting identified issues, their potential impact, and recommended resolutions. Corrective measures may include retraining models with more representative datasets, refining algorithms to mitigate bias, or updating policies to address new ethical concerns. A dedicated task force oversees the implementation of these actions and monitors their effectiveness. Stakeholder feedback is solicited to validate the improvements and ensure ongoing alignment with ethical standards. By embedding this iterative approach into the AI lifecycle, Genesis Consulting Partners ensures that the organization’s AI systems remain socially responsible and operationally effective.

5.4 Deliverables

Genesis outputs work products and deliverables depending on the specific scope, timeline and nature of each project. As part of our project approach, we detail our deliverables out as part of our proposal response, quote response, and or statement of work document. This input will then become part of the Member Purchase Order, along with the project timeline, scope, and other key components to govern the project delivery.

Table 2: Sample Deliverable Descriptions (Abbreviated)

Deliverable	Description
<p>Initial AI Strategy Report</p>	<p>Reporting includes an assessment of the current capabilities, identifying areas where AI can provide the most value, such as operational efficiency, customer engagement, or predictive analytics. The report details recommended AI tools, frameworks, and technologies tailored to address specific challenges and align with strategic goals. It also includes a high-level data strategy, emphasizing data quality, governance, and privacy considerations, along with an evaluation of compliance requirements. Additionally, the report provides a preliminary roadmap for implementation, highlighting governance structures, timelines, potential risks, and resource requirements, setting the stage for a successful AI adoption journey.</p>
<p>Feasibility Study with AI Use Case Recommendations, including a detailed data strategy component.</p>	<p>Details the practicality and impact of adopting AI within an organization, focusing on actionable opportunities and tailored solutions. Identifies and prioritizes specific AI use cases based on potential to address organizational challenges, drive efficiency, and align with strategic objectives. Includes a detailed analysis of technical, operational, and financial feasibility, weighing factors such as available infrastructure, workforce readiness, and anticipated ROI. The study includes a detailed data strategy, outlining requirements for data collection, storage, quality assurance, and governance. This strategy emphasizes the importance of data integrity, privacy, and security while defining protocols for managing data sources, ensuring compliance with regulations, and enabling scalable AI implementations.</p>
<p>5-Year Business Process Design Document (BPD) and Roadmap</p>	<p>Multifaced document containing mapping the As-Is state to the To-Be state to include process design, master data, security, integration points, etc. Including:</p> <ul style="list-style-type: none"> • Blueprints for PM • Operations integration process • Third-party software processes • Blueprints of the proposed changes to our systems and processes to include required reports for Concur reporting. • Sign off from stakeholders of proposed changes. • Implementation mapping and high-level schedule



Deliverable	Description
<p>Pilot Implementation Plan</p>	<p>Solution architecture, key capability (design point) and critical success factors to address business challenges, roadmap direction. This also includes a segment of the plan outlining the AI technologies to be used, integration strategies, and timelines for deployment.</p>
<p>Staff Training Sessions and Knowledge Transfer Plan & Materials</p>	<p>Outlines the organizational change management and training development, delivery approach as well as training schedule. This also includes our Knowledge Transfer (KT) Plan and the delivery schedule of KT materials. Training end-users as per the Training Plan & Schedule. Live Agent Training for AP & Expense Processors, Functional Administrators, and IT Support. Computer Based Training (CBT) for AP Processors, Functional Administrators, and IT Support</p>
<p>Final Project Report, Including Project evaluation, outcomes, and recommendations for further AI integration.</p>	<p>The Final Project Report serves as a comprehensive summary of the AI project, capturing its evaluation, outcomes, and strategic recommendations for future AI integration. It begins with an overview of the project's objectives and scope, followed by an evaluation of the implementation process, highlighting successes, challenges, and lessons learned. The report presents measurable outcomes, such as improvements in efficiency, cost savings, or enhanced decision-making capabilities, supported by key performance metrics. Additionally, it provides actionable recommendations for further AI integration, identifying new opportunities, scaling strategies, and enhancements to existing systems</p>



6 REQUIRED ATTACHMENTS

Genesis has provided a copy of all required attachments following this page, starting with the Required Attachment Checklist and ending with Exhibit 1.

Each attachment has been provided in the order presented in the RFP with the exception of the Certificate of Offeror and Cover Page Form, which has been included at the front of this document, in accordance with RFP instructions.

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**APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants**

**Genesis Consulting Partners, LLC
RFP No. 2025-023**

1. The team composition outlined represents our standard core team structure, derived from extensive experience in delivering AI solutions across various industries. This structure is flexible and can be scaled or modified based on specific project requirements, complexity levels, and individual client needs.

2. We offer both Latin American and US-based team options. Our Latin American professionals are fully fluent in English and possess equivalent expertise and qualifications as their US counterparts. They operate in the same time zones as our clients, ensuring seamless communication and collaboration. This option provides the same level of excellence and service delivery while offering competitive pricing advantages.

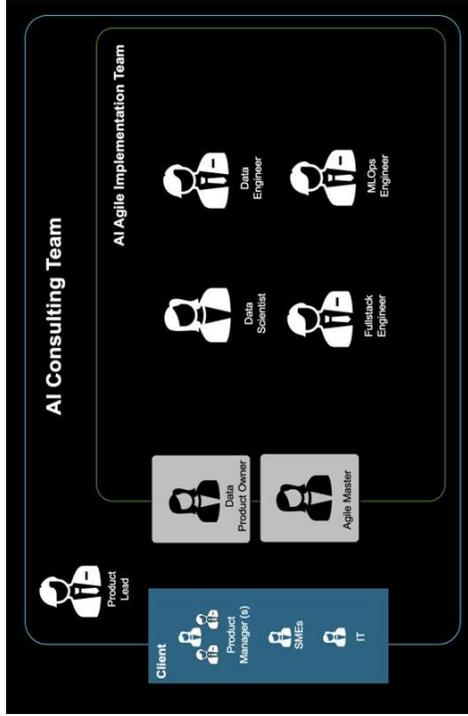
3. In accordance with Addendum 1, Q&A #34, Genesis is able to fulfill project needs with either On-Shore or Near-Shore resources. The image below provides a sample AI Consulting Team for consideration. In this example any of the resources, depending on NCTCOG Member needs or wishes, may be fulfilled with either a U.S. On-Shore resource or a Near-Shore resource. We do not foresee any complications with engagement or interfacing with NCTCOG or NCTCOG Members as we have experience managing mixed resource teams and can make a U.S.-based resource available as a point of contact as part of the project approach.

Item	Position Name	Position Description	Seniority/Level	Price (Nearshore LATAM)	Price (US)	Conditions & Other Information
Notes: 1. The team composition outlined represents our standard core team structure, derived from extensive experience in delivering AI solutions across various industries. This structure is flexible and can be scaled or modified based on specific project requirements, complexity levels, and individual client needs. 2. We offer both Latin American and US-based team options. Our Latin American professionals are fully fluent in English and possess equivalent expertise and qualifications as their US counterparts. They operate in the same time zones as our clients, ensuring seamless communication and collaboration. This option provides the same level of excellence and service delivery while offering competitive pricing advantages. 3. In accordance with Addendum 1, Q&A #34, Genesis is able to fulfill project needs with either On-Shore or Near-Shore resources. The image below provides a sample AI Consulting Team for consideration. In this example any of the resources, depending on NCTCOG Member needs or wishes, may be fulfilled with either a U.S. On-Shore resource or a Near-Shore resource. We do not foresee any complications with engagement or interfacing with NCTCOG or NCTCOG Members as we have experience managing mixed resource teams and can make a U.S.-based resource available as a point of contact as part of the project approach.	1	Jr. Business Analyst	> Gather and analyze requirements, develop process improvements, and ensure alignment with project goals. > Collaborate with stakeholders to create detailed documentation, reports, and solutions for effective decision-making.	Junior (0 - 5 years)	\$60	\$120
	2	Sr. Business Analyst	> Gather and analyze requirements, develop process improvements, and ensure alignment with project goals. > Collaborate with stakeholders to create detailed documentation, reports, and solutions for effective decision-making.	Senior (5-10 years)	\$65	\$150
	3	Jr. Data Engineer	> Assist in building data pipelines to support data flow between systems. > Maintain data integrity and improve storage and retrieval processes. > Work with data scientists to prepare datasets for model development. > Support the ETL processes and basic data pipeline design. > Familiarity with SQL, Python, and cloud-based tools. > Demonstrate data quality and efficient processing techniques.	Junior (0 - 5 years)	\$70	\$145
	4	Sr. Data Engineer	> Design and build data pipelines for seamless data flow between systems. > Ensure data integrity and optimize data storage and retrieval processes. > Collaborate with data scientists to provide clean, reliable datasets for model development. > Proficient in ETL processes and data pipeline design. > Expertise in SQL, Python, and cloud data platforms. > Strong focus on data quality and efficient data processing.	Senior (5-10 years)	\$75	\$180
	5	Data Product Owner	> Define and prioritize the roadmap for data and AI initiatives. > Bridge business goals with technical feasibility. > Handles the creation of user stories, definition of features, and backlog management > Ensure compliance with governance and regulatory policies. > Strategic thinking with a data-driven approach. > Strong communication and stakeholder management. > Expertise in AI, data governance and product lifecycle.	Senior (5-10 years)	\$70	\$170
	6	Jr. Data Scientist	> Assist in implementing machine learning models to support business needs. > Collaborate with team members and stakeholders to understand data requirements. > Utilize AI methods to help improve business outcomes. > Basic knowledge of statistical methods and familiarity with machine learning algorithms using tools like Python or R. > Developing communication skills to explain data insights to non-technical stakeholders. > Support in creating data strategies that align with business goals and guidelines.	Junior (0 - 5 years)	\$70	\$140
	7	Sr. Data Scientist	> Implement and optimize machine learning models for business solutions. > Work closely with stakeholders to understand and address data needs. > Research and implement cutting-edge AI methodologies to drive superior business outcomes. > Expertise in advanced statistical methods and machine learning algorithms (Python, R). > Strong communication skills for conveying complex data insights to non-technical stakeholders. > Ability to design data strategies that align with business objectives and regulatory requirements.	Senior (5-10 years)	\$75	\$200
	8	Jr. Fullstack Developer	> Assist in building user interfaces and supporting backend services for AI-driven applications. > Help ensure smooth communication between frontend and backend components. > Learn to improve performance, scalability, and user experience across the stack. > Familiarity with JavaScript frameworks like React or Vue and basic knowledge of server-side technologies like Node.js or Python. > Basic understanding of responsive design, CSS, and database integration to contribute to application development. > Developing problem-solving skills and collaborating with team members on cross-functional projects.	Junior (0 - 5 years)	\$80	\$185

9	Sr. Fullstack Developer	<ul style="list-style-type: none"> > Develop intuitive user interfaces and robust backend services for AI-driven solutions. > Ensure seamless integration between frontend and backend components. > Optimize performance, scalability, and user experience across the entire stack. > Proficient in JavaScript frameworks (React, Vue) and server-side technologies (Node.js, Python). > Skilled in responsive design principles, CSS, and database integration to build cohesive applications. > Strong problem-solving skills and experience collaborating with cross-functional teams. 	Senior (5-10 years)	\$70	\$185
10	Functional/Technical Specialist I	<ul style="list-style-type: none"> > Provides knowledge Functional and/or Technical scope area, and shares knowledge industry standards and best practices, while being able to adjust and tailor accordingly based on the industry's methodology and requirements. 	Senior (5-10 years)	\$70	\$165
11	Functional/Technical Specialist II	<ul style="list-style-type: none"> > Provides knowledge Functional and/or Technical scope area, and shares knowledge industry standards and best practices, while being able to adjust and tailor accordingly based on the industry's methodology and requirements. > Support the deployment of machine learning models in production under guidance. 	Expert (>10 years)	\$75	\$175
12	Jr. Machine Learning Engineer	<ul style="list-style-type: none"> > Automate basic model monitoring and retraining tasks. > Model deployment frameworks and CI/CD pipelines. > Familiarity with containerization tools like Docker and Kubernetes, as well as IaC concepts like Terraform. > Work with cloud platforms (AWS, GCP, Azure) and MLOps tools 	Junior (0-5 years)	\$70	\$140
13	Sr. Machine Learning Engineer	<ul style="list-style-type: none"> > Manage end-to-end deployment of machine learning models in production. > Ensure scalability and performance of deployed models and their supporting infrastructure. > Automate model monitoring and retraining workflows for continuous improvement. > Deep knowledge of model deployment frameworks and CI/CD pipelines. > Proficiency in containerization (Docker, Kubernetes) and IaC (Terraform). > Strong experience with cloud platforms (AWS, GCP, Azure) and MLOps tools. 	Senior (5-10 years)	\$75	\$180
14	Product Lead	<ul style="list-style-type: none"> > Design scalable and cost-effective AI architectures aligned with business needs. > Develop strategies for integrating AI solutions into existing enterprise systems. > Lead the technical teams in implementing AI solutions. > Provide expert guidance on cloud platform selection (AWS, Azure, GCP) and AI/ML technology adoption. > Strong experience with cloud platforms and enterprise system integration. > Expertise in AI/ML frameworks and tools for strategic implementation. > Ability to assess and advise on system design for scalability and long-term sustainability. 	Senior (5-10 years)	\$90	\$200
15	Program Manager	<ul style="list-style-type: none"> > Responsible for the planning, execution, and validating completion of deliverables related to project completion. > Lead customers through the phases of the project lifecycle to include: defining business objectives, formulating implementation business plan, prototyping data model and business processes > Coordinating and leading the customer resources to build, maintain, automate and analyze business operations, configuring and maintaining security roles, training end users, validating the testing and client acceptance activities in support of migrating customers to production operations. 	Junior (0-5 years)	\$95	\$210
16	Senior Program Manager	<ul style="list-style-type: none"> > Facilitate Agile ceremonies to ensure team alignment and progress. > Coach teams on Agile principles to improve delivery and collaboration. > Remove impediments to enable team productivity. > Collaborate with stakeholders to align goals and priorities. > Expertise in Agile frameworks (Scrum, Kanban, SAFe). > Strong facilitation and coaching abilities. > Proficiency with Agile tools like Jira or Azure DevOps. 	Expert (>10 years)	\$115	\$285
17	Scrum Master	<ul style="list-style-type: none"> > Has extensive experience designing, developing and implementing learning programs for customers. > Responsible for preparation of user's manuals, training materials, installation guides, proposals, and reports. > Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents. > Evaluate and validate AI/ML solutions, ensuring accuracy, performance, and compliance with requirements. > Collaborate with developers and analysts to design test plans, execute test cases, and identify issues. 	Senior (5-10 years)	\$70	\$170
18	Subject Matter Expert I	<ul style="list-style-type: none"> > Has extensive expertise in a specific functional or technical area. Directs analyzes of requirements for information systems. 	Senior (5-10 years)	\$90	\$200
19	Subject Matter Expert II	<ul style="list-style-type: none"> > Has moderate expertise in a specific functional or technical area. Directs analyzes of requirements for information systems. 	Expert (>10 years)	\$105	\$240
20	Training Specialist	<ul style="list-style-type: none"> > Has moderate experience designing, developing and implementing learning programs for customers. > Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. 	Junior (0-5 years)	\$65	\$160
21	Training Expert	<ul style="list-style-type: none"> > Has extensive experience designing, developing and implementing learning programs for customers. > Responsible for preparation of user's manuals, training materials, installation guides, proposals, and reports. > Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents. 	Senior (5-10 years)	\$75	\$175
22	Testing Architect	<ul style="list-style-type: none"> > Evaluate and validate AI/ML solutions, ensuring accuracy, performance, and compliance with requirements. > Collaborate with developers and analysts to design test plans, execute test cases, and identify issues. 	Senior (5-10 years)	\$75	\$175
a	Flights			Actual Cost of Basic Economy Flight	Variable Per Engagement
b	Mileage			GSA allowable rate at the time of service. See	Variable Per Engagement

c	Meats and Incidentals	> Calculated Per Person and vary by engagement in accordance with proposed solution and/or customer requirements/regulations.	Not Applicable	Variable Per Engagement
d	Hotels and Lodging	> Calculated Per Person and vary by engagement in accordance with proposed solution and/or customer requirements/regulations.	Not Applicable	Variable Per Engagement
e	Catalog Training	> Genesis offers an evolving catalog of training and coursework to our customers across the state, local, federal, and commercial sectors. Our catalog changes throughout the year and features over 80 courses, including those for certification. Catalog courses and offerings may change as best practices evolve and industry demand shifts; however the link to the Right provides access to our current offerings. This Catalog offering is being included as part of this Rate Card as an additional capability and offering in accordance with Addendum 1.	Not Applicable	Costs are variable based on Course and Training Method. Our Catalog may be found using the Link to the Right. https://www.genesisconsulting.com/learn-agile-training

Sample AI Consulting Team



Service Area Designation Forms

EXHIBIT 1: SERVICE DESIGNATION AREAS

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

(Exhibit 1 continued on next page)

(Exhibit 1 continued)

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

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

End of Exhibit 1

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES**Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
(Contractor)**

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

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

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

J.D. Weiman

Signature of Authorized Person

Jacob D. "J.D." Weiman

Name of Authorized Person

Genesis Consulting Partners, LLC

Name of Company

05/16/2025

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.

J.D. Weiman

Signature

Director of Contracts and Procurement

Title

Genesis Consulting Partners, LLC

Agency

05/16/2025

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.

J.D. Weiman
Signature of Authorized Person

Jacob D. "J.D." Weiman
Name of Authorized Person

Genesis Consulting Partners, LLC
Name of Company

05/16/2025
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.

J.D. Weiman
Signature of Authorized Person

Jacob D. "J.D." Weiman
Name of Authorized Person

Genesis Consulting Partners, LLC
Name of Company

05/16/2025
Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

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

-OR-

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

J.D. Weiman
Signature of Authorized Person

Jacob D. "J.D." Weiman
Name of Authorized Person

Genesis Consulting Partners, LLC
Name of Company

05/16/2025
Date

**APPENDIX E
DEBARMENT CERTIFICATION**

Jacob D. "J.D." Weiman _____ 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:

J.D. Weiman

Signature of Certifying Official

Director of Contracts and Procurement

Title

05/16/2025

Date of Certification

Form 1734
Rev.10-91
TPFS