

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

Compunnel Software Group, Inc. (“Contractor”)
4390 Route 1 North, Suite 302
Princeton, New Jersey 08540

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
---------------	---

If to Contractor: **Compunnel Software Group, Inc.**
Attn: Nitisha Kainthola 4390
Route 1 North, Suite 302
Princeton, New Jersey 08540
Phone: 609-606-9010
Email: govt@compunnel.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.

Compunnel Software Group, Inc.

North Central Texas Council of Governments

Prema L. Roddam Digitally signed by
Prema L. Roddam
Date: 2025.06.25 6/25/2025
13:07:09 -04'00'

Signature Date

Signed by:
Todd Little
6/27/2025

Signature Date

Todd Little
Executive Director

Prema L. Roddam

Printed Name

General Counsel

Title

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.



5. TECHNICAL PROPOSAL

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

Compunnel offers a comprehensive AI solution tailored to meet NCTCOG's strategic vision, beginning with a detailed AI assessment. The various tenets of our solution for NCTCOG are as follows:

1. AI Assessment and Innovation Roadmap

Compunnel will commence the engagement with a comprehensive AI assessment over a 3 months' timeline. This phase involves evaluating NCTCOG's current technological landscape, data infrastructure, and identifying potential AI opportunities. The outcome will be an AI Innovation Roadmap that outlines actionable insights and a strategic pathway for AI adoption.

2. AI Center of Excellence (COE) Establishment

Leveraging the findings from the assessment, Compunnel will establish an AI Center of Excellence (COE). The COE will serve as the centralized hub for AI governance, coordination, and knowledge sharing, ensuring collaboration across departments and alignment with ethical standards and industry best practices.

3. Pilot Project Implementation

After the COE is operational, Compunnel will execute pilot projects to validate the feasibility and scalability of AI solutions within NCTCOG's operational environment. These pilots will demonstrate measurable outcomes and provide insights critical for scaling AI initiatives.

4. Full-Scale Implementation and Change Management

Following the success of the pilot phase, Compunnel will guide NCTCOG through the full-scale implementation of AI initiatives. This will include capacity-building initiatives through tailored training programs and a structured change management strategy to ensure seamless adoption. Transparent communication and active stakeholder engagement will be integral throughout this phase to promote sustained innovation and operational excellence.

5. Support and Maintenance

Compunnel offers comprehensive Level 1 (L1) and Level 2 (L2) support services for a period of 3 years post-implementation. These services, available as an optional add-on, will be proposed as a separate cost component within the commercial structure.

AI SOLUTIONS PLANNING

Compunnel provides AI solutions built on a portable, cloud-agnostic architecture that ensures scalability and flexibility. Our architecture supports multi-site and multi-device deployments across various use cases, making it ideal for the diverse needs of the NCTCOG.

Based on our expertise in delivering AI solutions, Compunnel has designed the following AI Plan for NCTCOG:



Service Area	Tasks	Deliverables
AI Innovation Kick-Off and Governance Setup	<ul style="list-style-type: none"> Initial setup of AI governance framework and collaboration tools. 	<ul style="list-style-type: none"> Governance Framework Document Collaboration Platform Setup and User Training
	<ul style="list-style-type: none"> Conducting the first strategic planning workshop to align the NCTCOG AI team's objectives. 	<ul style="list-style-type: none"> Strategic Planning Workshop Report
Strategic Planning and AI Roadmap Development	<ul style="list-style-type: none"> Facilitating workshops to define AI strategy, including vision, mission, and objectives. 	<ul style="list-style-type: none"> AI Strategic Plan Document
	<ul style="list-style-type: none"> Development of the 5 year AI Roadmap with phased goals, milestones, and timelines. 	<ul style="list-style-type: none"> 5 year AI Roadmap with Milestones and Timelines
Industry-Specific Use Case Analysis	<ul style="list-style-type: none"> Identifying and assessing potential AI use cases in key industries such as healthcare and finance. 	<ul style="list-style-type: none"> Industry Use Case Reports
	<ul style="list-style-type: none"> Delivering feasibility studies and recommendations for pilot projects. 	<ul style="list-style-type: none"> Feasibility Analysis Reports Pilot Project Implementation Plans
Data Governance and Ethical AI Implementation	<ul style="list-style-type: none"> Developing a data governance framework including privacy, security, and compliance protocols. 	<ul style="list-style-type: none"> Data Governance Framework Document
	<ul style="list-style-type: none"> Establishing ethical AI guidelines and conducting regular compliance audits. 	<ul style="list-style-type: none"> Ethical AI Guidelines Document Compliance Audit Reports
Training and Capacity Building Workshops	<ul style="list-style-type: none"> Designing and delivering customized training programs for NCTCOG employees and NCTCOG AI team members. 	<ul style="list-style-type: none"> Training Program Curriculum and Materials
	<ul style="list-style-type: none"> Hosting ongoing workshops to keep stakeholders updated on AI trends and best practices. 	<ul style="list-style-type: none"> Workshop Reports and Continuous Learning Plan
Change Management and Public Communication	<ul style="list-style-type: none"> Implementing a change management strategy to ensure smooth adoption of AI initiatives. 	<ul style="list-style-type: none"> Change Management Strategy Document
	<ul style="list-style-type: none"> Executing a public communication plan to keep citizens informed and engaged. 	<ul style="list-style-type: none"> Communication Plan Stakeholder Feedback Reports

Compunnel has designed the proposal covering 6 key areas of focus for meeting NCTCOG’s vision for AI:

GOVERNANCE AND COORDINATION

Compunnel’s AI COE will take a proactive role in facilitating the NCTCOG AI team agenda, ensuring that all workstreams are aligned with the strategic objectives set forth by NCTCOG stakeholders. Our approach involves:

- **Structured Meeting Schedules:** We will establish a clear and consistent meeting cadence, including regular full Team meetings, sub-committee sessions, and ad-hoc working group discussions. This structured schedule will ensure timely progress across all initiatives.
- **Agenda Management:** We will develop and manage detailed agendas for each meeting, ensuring that all relevant topics are covered, and that discussions remain focused on actionable outcomes. This includes setting priorities, assigning responsibilities, and tracking follow-up actions.
- **Cross-Workstream Coordination:** Compunnel’s AICOE will act as the central coordinator across all industry-specific workstreams, ensuring that insights, challenges, and decisions are communicated effectively between groups. We will



facilitate cross-collaboration to share best practices and ensure that each workstream is informed by the collective knowledge of the NCTCOG AI team.

- **Stakeholder Engagement:** We will ensure that all key stakeholders, including NCTCOG officials, industry experts, and community representatives, are actively engaged in the NCTCOG AI team's activities. This includes preparing briefing materials, coordinating stakeholder presentations, and managing feedback loops to incorporate diverse perspectives into the decision-making process.

AI STRATEGY AND ROADMAP DEVELOPMENT

Compunnel AI COE will work closely with the NCTCOG's AI Team to develop a comprehensive AI adoption strategy that aligns with the NCTCOG's overarching goals and priorities. This strategy will be designed to ensure that AI technologies are leveraged effectively across NCTCOG while adhering to ethical standards and maximizing public benefit. The key components of the strategy will include:

- **Vision** - We will collaborate with the NCTCOG AI team to define a clear vision for AI adoption in NCTCOG, encapsulating the NCTCOG's aspirations for how AI can enhance public services, drive economic growth, and improve the quality of life for residents. This vision will serve as a guiding principle for all AI-related initiatives.
- **Mission** - The mission statement will articulate the NCTCOG's commitment to responsible AI adoption, emphasizing the importance of ethical considerations, transparency, and inclusivity in deploying AI technologies. It will also highlight the NCTCOG's dedication to fostering innovation and maintaining public trust.
- **Strategic Objectives** - We will identify and outline specific strategic objectives that align with the NCTCOG's goals. These objectives will focus on areas such as improving operational efficiency, enhancing service delivery, promoting innovation, and ensuring data privacy and security. Each objective will be measurable and time-bound, providing a clear framework for evaluating progress.
- **Key Performance Indicators (KPIs)** - To track the success of the AI adoption strategy, we will define a set of KPIs that align with the strategic objectives. These KPIs will be tailored to the unique needs of each industry sector involved in the NCTCOG AI team, ensuring that progress can be monitored and adjusted as necessary. Examples of KPIs might include the number of AI-driven initiatives implemented, improvements in service efficiency, reduction in operational costs, and levels of public trust in AI systems.

INDUSTRY USE CASES

Compunnel AI will leverage its deep expertise in AI and industry-specific knowledge to conduct comprehensive feasibility assessments for AI use cases identified by the NCTCOG's AI Team. These assessments will be critical in identifying the most promising AI applications, ensuring that they deliver tangible value, are scalable, and align with the strategic objectives of the NCTCOG.

Approach to Feasibility Assessments:

- **Identification of Potential Use Cases:**
 - **Collaborative Workshops:** We will begin by conducting workshops with key stakeholders from each business units from NCTCOG to identify potential AI use cases. These workshops will focus on understanding the unique challenges and opportunities within each sector, as well as gathering insights from domain experts.



- **Industry Research:** Compunnel AI will perform in-depth research into existing AI implementations within each industry, both within the U.S. and globally, to identify successful use cases that could be adapted for NCTCOG. This research will include case studies, best practices, and lessons learned from similar initiatives.
- **Criteria for Feasibility Assessment:**
 - **Strategic Alignment:** We will evaluate each potential AI use case to ensure it aligns with the NCTCOG's strategic goals and the vision established by the NCTCOG AI team. This includes assessing how well the use case supports the objectives of improving efficiency, enhancing service delivery, and fostering innovation.
 - **Value Demonstration:** Each use case will be assessed for its potential to deliver measurable value. This includes quantifying expected benefits such as cost savings, productivity improvements, service quality enhancements, and increased citizen satisfaction. We will also evaluate the use case's impact on specific industry KPIs.
 - **Technical Feasibility:** Compunnel AI will conduct a technical feasibility analysis to determine whether the required AI technologies and data infrastructure are available or can be developed. This includes evaluating data availability and quality, the complexity of AI model development, and the integration of AI systems with existing IT infrastructure.
 - **Scalability:** We will assess whether the AI use case can be scaled effectively within the NCTCOG. Scalability will be evaluated based on the ease of replicating the solution, the adaptability of the AI models to different contexts, and the potential for broader adoption within the NCTCOG or even beyond.
 - **Regulatory and Ethical Considerations:** Each use case will be examined for compliance with federal and NCTCOG regulations, including data privacy and security laws (e.g., GDPR, CCPA). We will also assess the ethical implications of the AI solution, including issues related to fairness, bias, and transparency.
 - **Risk Assessment:** Compunnel AI will perform a risk assessment for each use case, identifying potential risks associated with the deployment of AI, including technological risks, data security concerns, and the possibility of unintended consequences. Mitigation strategies will be proposed for identified risks.
- **Developing Use Case Prototypes:**
 - **Proof of Concept (PoC):** For use cases that show strong feasibility, Compunnel AI will develop PoCs to validate the AI solution in a controlled environment. This will involve building and testing AI models using real or synthetic data to demonstrate the solution's effectiveness and gather feedback from stakeholders.
 - **Pilot Projects:** Based on the success of the PoC, we will propose pilot projects to implement the AI solution in a limited scope within the target industry. The pilot will be designed to gather data on performance, refine the AI models, and identify any challenges that need to be addressed before full-scale deployment.
- **Stakeholder Engagement and Feedback:**
 - **Continuous Collaboration:** Throughout the feasibility assessment process, Compunnel AI will maintain close collaboration with stakeholders in each industry sector. This includes regular updates, collaborative decision-making, and the incorporation of feedback into the assessment process.
 - **Workshops and Presentations:** We will conduct workshops and presentations to share the findings of the feasibility assessments with the NCTCOG AI team and other relevant stakeholders. This will include detailed reports on the potential value, scalability, and risks associated with each use case, along with recommendations for moving forward.



- **Final Recommendations:**

- **Prioritization of Use Cases:** Based on the feasibility assessments, Compunnel AI will provide a prioritized list of AI use cases for each industry sector. This prioritization will consider factors such as strategic impact, value potential, scalability, and readiness for implementation.
- **Implementation Strategy:** For each recommended use case, we will outline an implementation strategy that includes a phased approach, resource requirements, timeline, and potential challenges. This strategy will provide a clear roadmap for moving from feasibility assessment to full-scale deployment.

DATA GOVERNANCE AND MANAGEMENT

Compunnel AI recognizes that data governance is the foundation for successful AI adoption. To ensure that NCTCOG's AI initiatives are built on a solid and secure data infrastructure, we will provide comprehensive guidance on establishing a robust data governance framework. Our approach includes:

- **Policy Development:**

- **Data Privacy:** We will advise on the creation of data privacy policies that comply with federal and NCTCOG regulations, such as GDPR, CCPA, and other applicable laws. These policies will outline how personal data is collected, processed, stored, and shared, ensuring that the rights of individuals are protected at all times.
- **Data Security:** Compunnel AI will help define security policies that protect sensitive data from unauthorized access, breaches, and cyber threats. This includes recommending encryption standards, access controls, and incident response protocols. We will also ensure that these policies align with industry best practices and regulatory requirements.
- **Data Quality Management:** To ensure that AI models are built on accurate and reliable data, we will advise on data quality management policies. These policies will address data accuracy, completeness, consistency, and timeliness, and will include processes for data validation, cleansing, and monitoring. By implementing these policies, NCTCOG can ensure that its AI systems produce trustworthy and actionable insights.
- **NIST AI RMF Integration:** We will incorporate the NIST AI Risk Management Framework into the data governance strategy to ensure that risks associated with data handling and AI model development are systematically identified, assessed, and mitigated. This will enhance the robustness of the NCTCOG's AI initiatives by aligning them with federal standards for AI risk management.

- **Governance Structure:**

- **Roles and Responsibilities:** We will work with the NCTCOG AI team to define clear roles and responsibilities within the data governance framework. This includes identifying data stewards, data owners, and other key stakeholders who will be responsible for overseeing data governance activities and ensuring compliance with policies.
- **Data Governance Committee:** We will recommend the formation of a Data Governance Committee composed of representatives from each industry sector involved in the NCTCOG AI team. This committee will oversee the implementation of data governance policies, resolve data-related issues, and ensure that data governance practices are consistent across all organizations.



- **Data Lifecycle Management:**

- **Data Classification:** Compunnel AI will advise on the development of a data classification scheme that categorizes data based on its sensitivity, criticality, and regulatory requirements. This will help in determining the appropriate level of protection and management for different types of data.
- **Data Retention and Disposal:** We will help establish policies for data retention and disposal, ensuring that data is retained only as long as necessary for its intended purpose and securely disposed of when no longer needed. These policies will also consider legal and regulatory requirements for data retention.

- **Data Governance Tools:**

- **Technology Recommendations:** We will recommend data governance tools and technologies that can automate and streamline data governance processes. These tools may include data cataloguing systems, metadata management solutions, and data lineage tracking systems that provide visibility into how data is used and managed across the organization.

ETHICS AND COMPLIANCE

Ethical AI adoption is critical to building public trust and ensuring that AI technologies are used responsibly. Compunnel AI's approach to the NCTCOG's AI Innovations Strategy project is built on a foundation of industry-leading practices, comprehensive risk management, and a deep commitment to ethical AI deployment. We incorporate frameworks such as the NIST AI Risk Management Framework (NIST AI RMF) to ensure that our strategies are not only aligned with federal standards but also optimized for the specific needs and objectives of the NCTCOG. Our methodology ensures that the benefits of AI are maximized while minimizing risks across governance, strategy, data, ethics, and risk management. For applying a tailored **AI Risk Management Framework:**

- **Ethical AI Framework:** We will help the NCTCOG AI team define the core principles of ethical AI that will guide all AI initiatives in the NCTCOG. These principles may include fairness, transparency, accountability, privacy, and inclusivity. By embedding these principles into the AI strategy, NCTCOG can ensure that AI systems are designed and deployed in a manner that respects human rights and societal values.
- **NIST AI RMF-Based Approach:** Compunnel AI will apply the NIST AI RMF to guide the NCTCOG in identifying, assessing, and mitigating AI-related risks. This framework provides a structured approach to managing risks across various dimensions, including data privacy, algorithmic bias, and system security.
- **Risk Identification and Assessment:** We will work with the NCTCOG AI team to identify potential risks associated with AI adoption, including those related to data handling, model performance, and system integration. Each risk will be assessed based on its likelihood and potential impact and prioritized accordingly.
- **Mitigation Strategies:** For each identified risk, Compunnel AI will develop tailored mitigation strategies that address the root causes and reduce the potential impact. These strategies will include technical measures, such as robust data anonymization techniques, as well as organizational measures, such as clear accountability frameworks.
- **Continuous Monitoring and Improvement:** Our risk management approach will include continuous monitoring of AI systems to detect and respond to emerging risks. We will establish feedback loops and regular review cycles to ensure that the risk management strategies remain effective and are updated in response to new challenges or changes in the AI landscape.
- **System Security:** We will ensure that all AI systems are designed with security in mind, incorporating best practices such as secure coding, regular security testing, and real-time threat monitoring. This will protect the NCTCOG's AI systems from cyber threats and ensure the integrity of AI-driven decisions.



- **Algorithmic Bias Management:** Compunnel AI will implement specific measures to detect, assess, and mitigate algorithmic bias in AI systems. This will involve regular audits, the use of fairness-enhancing technologies, and continuous evaluation of AI models to ensure they produce equitable outcomes.
- **Compliance with Regulations:**
 - Federal and NCTCOG Regulations: Compunnel AI will ensure that the ethical AI guidelines align with federal and NCTCOG regulations, including data protection laws, anti-discrimination laws, and AI-specific regulations. This includes compliance with laws such as the GDPR, CCPA, and any relevant NCTCOG-specific AI legislation.
 - Global Best Practices: We will also incorporate global best practices and standards for ethical AI use, such as those outlined by the OECD AI Principles, the European Commission's Ethics Guidelines for Trustworthy AI, and the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems.
- **Ethics Review Process:**
 - Ethics Review Board: We will recommend the establishment of an Ethics Review Board within the NCTCOG AI team. This board will be responsible for reviewing AI projects to ensure they adhere to the ethical AI guidelines. The board will provide oversight, conduct ethical impact assessments, and offer recommendations for mitigating ethical risks.
 - Ethical AI Audits: Compunnel AI will advise on the implementation of regular ethical AI audits to evaluate the ethical performance of AI systems. These audits will assess compliance with ethical guidelines, identify potential ethical issues, and recommend corrective actions.
- **Transparency and Public Engagement:**
 - Transparency Reporting: We will help develop transparency reporting mechanisms that provide stakeholders and the public with clear information about how AI systems are being used, the data they rely on, and the measures in place to protect against bias and unethical use.
 - Public Consultation: To ensure that the ethical AI guidelines reflect the values and concerns of NCTCOG's citizens, we will recommend conducting public consultations and workshops. These engagements will gather input from diverse communities and stakeholders, ensuring that the ethical framework is inclusive and representative.

TRAINING AND CAPACITY BUILDING

To successfully implement and sustain AI initiatives, it is essential to build AI literacy and capability among NCTCOG employees, stakeholders, and members of the NCTCOG AI team. Compunnel AI will design and deliver tailored training programs and workshops that address the unique needs of NCTCOG's workforce. Our approach includes:

- **AI Literacy Programs:**
 - **Foundational AI Training:** We will develop foundational AI training programs that introduce participants to the basic concepts, tools, and technologies of AI. These programs will cover topics such as machine learning, natural language processing, computer vision, and AI ethics, providing a solid understanding of AI's capabilities and limitations.
 - **Advanced AI Training:** For technical staff and key stakeholders, we will offer advanced AI training that delves deeper into specific AI technologies and methodologies. This training will include hands-on workshops on AI model development, data analysis, and AI system integration, equipping participants with the skills needed to develop and manage AI solutions.
- **Industry-Specific Workshops:**
 - **Sector-Focused Training:** We will design industry-specific workshops that address the unique challenges and opportunities of AI adoption within each sector (e.g., healthcare, finance, education). These workshops will provide practical insights and examples of how AI can be applied to improve sector-specific processes and outcomes.



- **Case Study Analysis:** Participants will engage in case study analysis sessions where they will explore real-world AI implementations, learn from successes and failures, and discuss how similar strategies can be applied within other organizations.
- **Capacity Building for AI Governance:**
 - **Data Governance Training:** We will provide training on data governance best practices, ensuring that participants understand the importance of data quality, privacy, and security in AI initiatives. This training will cover topics such as data management, data lifecycle, and compliance with data protection regulations.
 - **Ethics and Compliance Workshops:** To reinforce the importance of ethical AI use, we will conduct workshops on AI ethics and compliance. These sessions will explore ethical dilemmas, discuss the implementation of ethical AI guidelines, and provide participants with tools to ensure that AI systems are developed and used responsibly.
- **Ongoing Support and Resources:**
 - **Training Materials and Resources:** Compunnel AI will provide comprehensive training materials, including manuals, guides, and e-learning modules, to support ongoing learning and capacity building. These resources will be made available through the collaboration platform, allowing participants to access them at any time.
 - **Mentorship and Coaching:** To further support the development of AI capabilities, we will offer mentorship and coaching services. Experienced AI professionals from Compunnel AI will be available to guide participants through complex AI projects, provide advice on best practices, and help troubleshoot challenges.
- **Evaluation and Feedback:**
 - **Training Effectiveness Assessment:** We will implement a training effectiveness assessment process to evaluate the impact of the training programs and workshops. This will include pre- and post-training assessments, participant feedback surveys, and performance evaluations. Based on the results, we will make adjustments to the training programs to ensure continuous improvement.

CHANGE MANAGEMENT AND COMMUNICATION

Effective change management and communication are essential to the successful adoption of AI technologies. Compunnel AI will develop a strategic communication plan that articulates the AI vision, progress, and successes to all stakeholders, ensuring transparency and fostering public trust. Our approach includes:

- **AI Vision Communication:**
 - **Clear Messaging:** We will work with the NCTCOG AI team to develop clear and consistent messaging that communicates the NCTCOG's AI vision to all stakeholders. This messaging will highlight the benefits of AI adoption, the NCTCOG's commitment to ethical AI, and the positive impact AI will have on public services and the economy.
 - **Stakeholder Alignment:** Our communication plan will ensure that all stakeholders, including government officials, industry partners, and the public, are aligned with the AI vision. We will facilitate stakeholder meetings and workshops to discuss the AI vision, gather feedback, and address any concerns or questions.
- **Progress Reporting:**
 - **Regular Updates:** Compunnel AI will establish a regular schedule for progress reporting, ensuring that stakeholders are kept informed about the status of AI initiatives. These updates will include detailed reports on project milestones, key achievements, and any challenges encountered.
 - **Public Progress Reports:** To maintain transparency, we will recommend the publication of regular progress reports for the public. These reports will be made available through the NCTCOG's website and other



communication channels, providing citizens with insights into the NCTCOG's AI initiatives and their impact on public services.

- **Success Storytelling:**
 - **Case Studies and Success Stories:** We will develop case studies and success stories that showcase the positive outcomes of AI adoption in NCTCOG. These stories will be shared with stakeholders and the public to demonstrate the value of AI and build support for future initiatives.
 - **Visual and Interactive Content:** To engage a broader audience, we will create visual and interactive content, such as infographics, videos, and webinars, that highlight key AI successes. This content will be distributed through various media channels, including social media, to reach a wide audience.
- **Stakeholder Engagement:**
 - **Town Halls and Public Forums:** Compunnel AI will organize town halls and public forums where stakeholders can learn about AI initiatives, ask questions, and provide feedback. These events will foster open dialogue between the NCTCOG and its citizens, ensuring that public concerns are heard and addressed.
 - **Feedback Mechanisms:** We will implement feedback mechanisms, such as surveys and suggestion boxes, to gather input from stakeholders and the public. This feedback will be used to refine AI initiatives and ensure that they align with the needs and expectations of the community.
- **Crisis Communication:**
 - **Preparedness Planning:** In the event of challenges or setbacks, Compunnel AI will develop a crisis communication plan that outlines how to communicate effectively with stakeholders during difficult situations. This plan will include clear protocols for addressing concerns, managing public perception, and ensuring that the NCTCOG's reputation remains intact.
 - **Responsive Communication:** Our crisis communication plan will emphasize the importance of timely and transparent communication. We will prepare communication templates and key messages that can be quickly adapted and deployed in response to any issues that arise.
- **Ongoing Communication and Engagement:**
 - **Continuous Improvement:** Compunnel AI will regularly review and update the communication plan to reflect the evolving needs of the AI initiatives. We will conduct periodic assessments to evaluate the effectiveness of communication strategies and make adjustments as needed.
 - **Long-Term Engagement:** Our communication plan will include strategies for maintaining long-term engagement with stakeholders, ensuring that the AI vision continues to resonate with the community and that AI initiatives remain a priority for the NCTCOG.

ENGAGEMENT ROADMAP WITH NCTCOG

Our approach to NCTCOG's AI transformation will employ a Core-Flex engagement methodology, with services divided into two primary workstreams running in parallel: **Advisory & Strategy** (led by the Chief AI Officer) and **AI Solutions Implementation** (led by a cross-functional project team in the Flexible model). The advisory workstream focuses on AI readiness assessment and roadmap development, while the implementation workstream drives pilot projects, deployment, and ongoing support.

The phased approach is outlined below, detailing each phase, its activities, milestones, and timeline.



PHASE 1: AI READINESS DISCOVERY ASSESSMENT & STRATEGIC PLANNING (MONTHS 1-3)

- ✓ **Data and Infrastructure Audit (Month 1)**
 - Conduct an in-depth review of current data systems, storage, and architecture.
 - Document data quality, accessibility, and existing infrastructure gaps.
 - **Milestone 1:** Completion of Data and Infrastructure Audit Report.
- ✓ **Capability & Organizational Readiness Assessment (Month 1)**
 - Evaluate NCTCOG’s organizational readiness, identifying skills gaps, governance capabilities, and potential process changes.
 - Define NCTCOG’s AI maturity level and determine key improvement areas.
 - **Milestone 2:** Delivery of Readiness Assessment Report.
- ✓ **As-Is Analysis & Opportunity Identification (Months 2-3)**
 - Map NCTCOG’s current processes to identify AI opportunities and align with NCTCOG’s priorities.
 - Pinpoint potential high-value use cases for AI applications.
 - **Milestone 3:** As-Is Analysis and AI Opportunity Report.
- ✓ **Strategic Roadmap Development (Months 2-3)**
 - Develop a detailed AI roadmap with prioritized use cases, high-level timelines, and recommended resources.
 - Define measurable objectives, potential challenges, and key success factors for AI adoption.
 - **Milestone 4:** AI Strategic Roadmap Document.
- ✓ **Parallel Pilot Project Planning (Months 2-3)**
 - As the readiness assessment progresses, the **AI Solutions Implementation Team** will start planning high-priority pilot projects based on identified use cases.
 - Key roles: Project Manager (BA), Data Scientist, Machine Learning Engineer, and Cloud Architect (Flex team, as needed).
 - **Milestone 5:** Pilot Project Plan, outlining timelines, resources, and success metrics.

PHASE 2: PILOT PROJECTS FOR AI IMPLEMENTATION (MONTHS 4-14)

With the foundational strategy in place, the implementation team will begin working on the pilot projects. This workstream will use a hybrid model, with offshore work.

- ✓ **Pilot Development & Iterative Testing (Months 4-10)**
 - Development and testing of pilot AI applications aligned with prioritized use cases from the roadmap.
 - Data Scientist and Machine Learning Engineer to work on model development and iterative tuning.
 - Cloud Architect to set up a scalable infrastructure in alignment with data governance policies.
 - **Milestone 6:** Initial Pilot Model Deployment (Month 6).
- ✓ **Performance Measurement & Validation (Months 6-10)**
 - Measure and monitor pilot performance, focusing on key metrics such as accuracy, processing time, and user feedback.
 - Conduct iterative improvement cycles for model enhancement based on NCTCOG’s feedback.
 - **Milestone 7:** Performance and Validation Report for each pilot (Month 10).
- ✓ **Pilot Refinement and Finalization (Months 10-14)**
 - Finalize pilot solutions based on validation outcomes, optimizing for full-scale deployment.
 - Generate a comprehensive pilot success report for NCTCOG stakeholders.



- **Milestone 8:** Pilot Finalization Report (Month 14).

PHASE 3: DEPLOYMENT AND INTEGRATION (MONTHS 12-24)

After successful completion of the pilot projects, the solutions will be transitioned to full-scale deployment and integrated into NCTCOG's systems.

✓ **Full-Scale AI Solution Deployment (Months 12-18)**

- Deployment of refined pilot solutions at scale, with integration support for seamless interaction with NCTCOG's existing systems.
- The Cloud Architect will lead the deployment efforts, with support from the Data Scientist and Machine Learning Engineer as needed.
- **Milestone 9:** Full-Scale Deployment Completion (Month 18).

✓ **System Integration and Validation (Months 18-24)**

- Validate end-to-end system performance, ensuring AI solutions operate effectively within NCTCOG's ecosystem.
- Document integration workflows and update NCTCOG's IT playbook.
- **Milestone 10:** Integration and Validation Report (Month 24).

PHASE 4: AI MANAGED SUPPORT AND CONTINUOUS IMPROVEMENT (MONTHS 25-60)

The AI Solutions Implementation Team will transition to a managed support role, providing NCTCOG with ongoing assistance, maintenance, and enhancements.

✓ **Monitoring, Tuning, and Maintenance (Months 25-60)**

- Continuous monitoring of deployed AI systems for performance, accuracy, and reliability.
- Model tuning and retraining based on evolving data patterns and new requirements.

✓ **Knowledge Transfer and Training (Months 25-60)**

- Provide structured training sessions and knowledge transfer workshops for NCTCOG's staff, covering AI model management, data handling, and troubleshooting.

✓ **L1 Support: Day-to-Day Issue Resolution (Months 25-60)**

- Manage user-reported issues, ensuring prompt identification, resolution, and user satisfaction.
- Address operational bottlenecks in real-time and ensure adherence to SLAs for issue resolution.

✓ **L2 Support: Advanced Issue Escalation and Fixes (Months 25-60)**

- Handle escalated issues requiring advanced technical expertise or system modifications.
- Conduct root cause analysis for recurring issues and implement long-term fixes.

✓ **SLA Monitoring and Reporting (Months 25-60)**

- Regularly monitor SLA compliance for L1 and L2 support tickets.
- Generate detailed performance and resolution reports for ongoing service improvement.

✓ **Continuous Improvement and Optimization (Months 25-60)**

- Analyze support data and feedback to identify opportunities for process and system enhancements.
- Recommend and implement optimizations for improved reliability, efficiency, and user experience.
- **Milestone 11:** Monthly Issue Resolution Reports, Quarterly SLA and Performance Review Reports, Annual Continuous Improvement Plan.



6. PRICING

APPENDIX A.1 Pricing for TXShare Cooperative Purchase Program Participants

Proposed Pricing			
Pricing			
Respondent Name	Compunnel Software Group, Inc.		
Artificial Intelligence (AI) Consultancy Services			
Item	Description	Price	Conditions
1	PM + BA	\$38	Offshore Delivery. 6720 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$95/hour (billed on actuals, as required by NCTCOG)
2	Chief AI Officer	\$55	Offshore Delivery. 6720 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$125/hour (billed on actuals, as required by NCTCOG)
3	Data Scientist	\$40	Offshore Delivery. 6720 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$100/hour (billed on actuals, as required by NCTCOG)
4	Machine Learning Engineer	\$38	Offshore Delivery. 9840 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$105/hour (billed on actuals, as required by NCTCOG)
5	QA Specialist	\$30	Offshore Delivery. 2080 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$80/hour (billed on actuals, as required by NCTCOG)
6	Software Developer	\$30	Offshore Delivery. 2080 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$85/hour (billed on actuals, as required by NCTCOG)
7	L1 Support Executive	\$22	Offshore Delivery. 5760 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$65/hour (billed on actuals, as required by NCTCOG)
8	L2 Support Lead	\$26	Offshore Delivery. 5760 hours effort estimated across 5 years deal term. Travel costs charged at actuals. Onsite charges = US \$75/hour (billed on actuals, as required by NCTCOG)
Contractors shall provide additional related services at catalog price less:		%	Not applicable

Payment Milestones		
Phase	Milestone	Costs (USD)
Phase 1: AI Readiness Discovery Assessment & Strategic Planning	Completion of Data and Infrastructure Audit Report	\$82,323
	Delivery of Readiness Assessment Report	
	As-Is Analysis and AI Opportunity Report	
	AI Strategic Roadmap Document	
	Pilot Project Plan, outlining timelines, resources, and success metrics	
Phase 2: Pilot Projects for AI Implementation	Initial Pilot Model Deployment	\$3,30,510
	Performance and Validation Report for each pilot	
	Pilot Finalization Report	
Phase 3: Deployment and	Full-Scale Deployment Completion	\$3,69,939
	Integration and Validation Report	
Phase 4: AI Managed Support & and Continuous Improvement	Monthly Issue Resolution Reports, Quarterly SLA and Performance Review Reports, Annual Continuous Improvement Plan	\$8,79,859
Total		\$16,62,631

Yearly Cost Schedule		
Phase Completion	Year	Costs (USD)
Phase 1 and 2	Year 1	\$3,38,846
Phase 3	Year 2	\$4,43,927
Phase 4	Year 3	\$2,93,286
	Year 4	\$2,93,286
	Year 5	\$2,93,286
Total		\$16,62,631



<p>Assumptions</p>	<ol style="list-style-type: none"> 1. NCTCOG will provide timely access for all associated relevant systems and applications to Compunnel resources before the project initiation. 2. NCTCOG will assign a dedicated project manager or primary point of contact for communication and coordination throughout the project lifecycle. 3. NCTCOG will ensure the required hardware, network resources, and security configurations are in place for the successful deployment of the AI solution. 4. Any necessary third-party software, tools, or licensing required for the AI solutions will be procured and made available by NCTCOG. 5. NCTCOG will ensure that their existing security policies and compliance standards align with the proposed AI solutions and implementation steps. 6. Compunnel will not be responsible for any activities associated with data cleanup or data transformation unless otherwise agreed upon during the requirement gathering stages. 7. NCTCOG will report issues within agreed SLAs, and timely responses to incident management will be provided by the support team. 8. NCTCOG will ensure the participation of relevant staff for the knowledge transfer and training sessions. 9. Deliverables will be considered complete once NCTCOG has reviewed and approved them during each phase and milestone as specified above. 10. Any changes to the project deliverables will require a formal change request and may impact the timeline or cost. 11. If any third-party vendors or partners are involved in the solution implementation, NCTCOG will be responsible for coordinating with them and ensuring timely delivery of their components. 12. Compunnel is not liable for any delays caused by third-party vendors. 13. Any new application development and maintenance (apart from the ones relevant to the scope of work as specified in the response document) will be out of scope of the project.
<p>Key Dependencies on NCTCOG</p>	<ol style="list-style-type: none"> 1. Project timelines depend on NCTCOG's timely feedback during each phase of the project as specified in the response document. 2. Access to necessary documentation, environments, and stakeholders for approvals is crucial for the timely completion of each phase. 3. Any integrations with external systems (e.g., databases, third-party applications, etc.) need to be configured and accessible during implementation. 4. Any delays in completing internal testing, providing feedback, or validating the AI solutions will affect the overall timeline. 5. Timely availability of the required infrastructure is essential for successful support services to be provided to NCTCOG.
<p>Terms & Conditions</p>	<ol style="list-style-type: none"> 1. Any additional work outside the agreed scope may incur additional costs and extend the project timeline. 2. All deliverables created during the project will remain the intellectual property of NCTCOG, unless otherwise stated. Compunnel will provide the necessary documentations as part of the final deliverables. 3. Both parties agree to maintain the confidentiality of proprietary information, trade secrets, and any confidential data shared during the project. Any sensitive information exchanged during the project will not be disclosed to third parties without prior written consent. 4. Either party can terminate the agreement with prior written notice (2 months in advance) in the event of a material breach or failure to meet obligations outlined in the contract. In case of termination, all pending payments for work completed up to the termination date will be due. 5. Neither party will be liable for delays or failures to meet obligations caused by factors outside their reasonable control (e.g., natural disasters, war, pandemics, etc.). In the event of force majeure, both parties will work together to mitigate the impact on the project.



APPENDIX A.2
Service Area Designation Forms
EXHIBIT 1: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Compunnel Software Group, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11. 5/30/2025	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:		Compunnel Software Group, Inc.	
Notes:		<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <p>Will service all fifty (50) states <input checked="" type="checkbox"/> Will not service fifty (50) states <input type="checkbox"/></p> <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	ALL	
2.	Alaska	ALL	
3.	Arizona	ALL	
4.	Arkansas	ALL	
5.	California	ALL	
6.	Colorado	ALL	
7.	Connecticut	ALL	
8.	Delaware	ALL	
9.	Florida	ALL	
10.	Georgia	ALL	
11.	Hawaii	ALL	
12.	Idaho	ALL	
13.	Illinois	ALL	
14.	Indiana	ALL	
15.	Iowa	ALL	
16.	Kansas	ALL	
17.	Kentucky	ALL	
18.	Louisiana	ALL	
19.	Maine	ALL	
20.	Maryland	ALL	



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

End of Exhibit 1

APPENDIX B

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

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

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

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

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

Prema L. Roddam
Digitally signed by Prema L. Roddam
Date: 2025.05.30 12:38:49
Signature of Authorized Person
Prema L. Roddam
Name of Authorized Person
Compunnel Software Group, Inc.
Name of Company
5/30/2025
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.

Digitally signed by Prema L.
Roddam
Date: 2025.05.30 12:39:17 -04'00'

Prema L. Roddam
Signature

General Counsel
Title

Compunnel Software Group, Inc.
Agency

5/30/2025
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.

Digitally signed by
Prema L. Roddam
 Date: 2025.05.30
 12:30:48 -04'00'
 Signature of Authorized Person

Prema L. Roddam
 Name of Authorized Person

Compunnel Software Group, Inc.
 Name of Company

5/30/2025
 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.

**Prema L.
Roddam**

Digitally signed by
Prema L. Roddam
Date: 2025.05.30
12:40:19 -04'00'

Signature of Authorized Person

Prema L. Roddam

Name of Authorized Person

Compunnel Software Group, Inc.

Name of Company

5/30/2025

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.

Prema L. Roddam
 Digitally signed by Prema L. Roddam
 Date: 2025.05.30 12:40:47
Roddam
 Signature of Authorized Person

Prema L. Roddam
 Name of Authorized Person

Compunnel Software Group, Inc.
 Name of Company

5/30/2025
 Date

**APPENDIX E
DEBARMENT CERTIFICATION**

Rakesh Shah _____ being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

Compunnel Software Group, Inc. _____, nor its principals

(Name of lower tier participant)

are presently:

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

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

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

EXCEPTIONS:

**Prema L.
Roddam**



Digitally signed by Prema L.
Roddam
Date: 2025.05.30 12:41:17
-04'00'

Signature of Certifying Official

General Counsel

Title

5/30/2025

Date of Certification

Form 1734
Rev.10-91
TPFS