TXShare
Your Public Sector Solutions Center

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

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

CogAbility, Inc. ("Contractor")
605 Silverthorn Rd.
Gulf Breeze, FL 32561

ARTICLE I
RETENTION OF THE CONTRACTOR

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

ARTICLE II
SCOPE OF SERVICES

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

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

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

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

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

2.5 **NCTCOG Obligations**

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

2.6 **Participating Entity Obligations.**

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

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

2.7 **Contractor Obligations.**

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

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

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

ARTICLE III
TERM

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

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

3.2.1 <u>Termination for Convenience</u>: 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 <u>Termination for Cause</u>: 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 <u>Termination for Breach</u>: 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:

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

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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 of otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX
GENERAL PROVISIONS

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

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

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If to Contractor: **CogAbility, Inc.**
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                                              Attn: Vernon D. Niven, III
605 Silverthorn Rd.
Gulf Breeze, FL 32561
Phone: 850-686-5206
Email: Vernon.niven@cogability.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.

CogAbility, Inc.   **North Central Texas Council of Governments**

Vernon D Niven, III signature   5-25-2025   _Todd Little signature_   9/25/2025
                                                                        349D83294E7946E...
Signature   Date   Signature   Date
                                                                Todd Little
Vernon D Niven, III   Executive Director

Printed Name

Chief Operating Officer

Title

APPENDIX A
Statement of Work

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

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

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

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

4. Cybersecurity Requirements
   The Contractor shall maintain strong cybersecurity practices throughout the contract period:
   a. Threat Detection & Response: Deploy AI-based threat detection tools. Define incident response plans and test them regularly.
   b. Encryption: Utilize end-to-end encryption (AES-256, RSA-2048, etc.) for both data in transit and at rest.

c. Vulnerability Management: Perform regular security assessments and penetration testing. Patch vulnerabilities promptly.

d. Security Governance Framework: Establish and follow a documented governance model with defined policies, controls, and responsibilities.

e. Risk Management: Identify risks, establish mitigation strategies, maintain a disaster recovery plan, and conduct root-cause analysis following incidents.

f. Training & Awareness: Provide regular cybersecurity training to all relevant agency staff. Training must address both technical procedures and general awareness.

CogAbility's Proposal to NCTCOG RFP # 2025-018   January 24, 2025

We've never failed to successfully get a CogBot into production, and no customer has fired us for poor performance.

Today, we offer a wide range of ready-to-use AI automations (CogUniversity courses) that empower your people in various ways.

Many of our AI automations go live within 90 days from contract signing, and we provide experienced customer support by dedicated CogBot Advisors who work with your staff to train & maintain your CogBot for the duration of our relationship.

From a technology standpoint, our team has decades of experience building production AI solutions using most types of modern AI including:

- large language models (LLMs) - with RAG, safety guardrails, & agentic capabilities
- robotic process automation (RPA) to automate clerical work on a computer
- intelligent process orchestration (IPO) - AI control and supervision of processes
- document review, analysis, and decisioning - using NLP and GenAI/LLMs
- custom-trained AI models for a variety of tasks including estimating, predicting, detecting anomalies, analyzing documents and images, and more.

Our company is 100% focused on delivering affordable, high-value AI solutions that pay for themselves several times over. For example, most of our customers enjoy a 2X-10X return on investment from their CogBots.

Finally, our platform integrates with leading government software providers including Tyler, Catalis, Grant Street, Point & Pay, QMatic, Qless, call center applications, and messaging and interactive voice applications. To accomplish integration, we rely on API and RPA methods.

3.4. Significant Requirements Not Met

We believe we meet all significant requirements for the use cases noted in your RFP.

4.0 Technical Proposal (40%)

4.1 Project Deliverables

As a turnkey solution provider, your customized AI solution is our primary deliverable.

The following AI automations (we call them 'Courses') are available to purchase from our local government Course Catalog. Most come with training data and common deep-link integrations with third party systems included.

Additional uses of AI mentioned in Section 1.2. are available as a custom-built solution using one of our 4 basic solution types.

County Tax Offices
Tax Office Customer Service - TXC3100

Tax Office Employee Support - TXC3120
Tax Office Email Processing - EPA3200
Vehicle Registration & Title Fee Estimation - TXC6010
Tax Appointment Scheduling - TXC4005
Business Tax Lookup - TXC4010
Property Tax Lookup - TXC4020
Vehicle Registration Renewal - TXC4030
Threat Detection - TXC4040
Tax Office Process Automation - TXC7800
County Clerks of Court
Court Clerk Customer Service - CCC3100
Court Clerk Employee Support - CCC3120
Court Calendar Distribution - CCC4500
Court Clerk Process Automation - CCC7800
Court Clerk eDocketing - CCC7810 (beta)
County Property Appraisers
Property Assessor Customer Service - TXA3100
Property Appraiser Employee Support - TXA3120
Property Record Lookup - TXA4020
Property Appraisal Process Automation - TXA7800
Municipal Governments
Municipal Customer Services - MNG3100
Municipal Employee Support - MNG3120
City-wide Customer Service & Employee Support - MUN4311
Other County / City Departments
Local Government Customer Service - CGB3100
Local Government Employee Support - CGB3120

4.2 Technical Approach

Challenge-Specific Functionality

We feel confident that we can address <u>all</u> of your Challenge-Specific Functionalities using the following four types of AI solutions we provide:

- **AI Chatbot**: provide 24/7 conversational customer support for a single agency or the entire county via any/all channels including messaging, voice, email and more.
- **AI CoPilot For Employee Support**: provide staff with easy conversational access to critical information & policies, alert staff to issues, and provide recommendations.
- **AI Process Automation (RPA/IPO):** automate low-value and error-prone tasks to free staff time for more important work. Integrated with our AI CoPilot to support human-in-the-loop tasks, as needed.
- **AI Document Automation (IDC):** automatically review forms and documents, extract information, make decisions, generate reports, and automate communications to others using the latest GenAI models and techniques.

Note: these four solution types can be combined to support a single use case.

The table below explains how these solutions can be used to accomplish your goals for every department and use case described in your RFP:

Use Case/Department	Description	How CogAbility AI Solutions Can Help
Administration	How can AI assist in strategic planning, policy analysis, performance tracking, and enhance decision-making processes for effective city governance?	Our AI Chatbot solution can provide the public and other external entities with simplified conversational access to policy information, FAQs, website information, and performance data. Our AI CoPilot for Employee Support can analyze trends, provide GenAI access to critical information, offer advice, and suggest improvements. Our AI Process Automation (RPA/IPO) solution can automate low-value and error-prone tasks to streamline workflows. Our AI Document Automation (IDC) solution can extract information and generate content for many purposes using GenAI.
Development Services	How can AI streamline permit applications, automate inspection scheduling, and improve communication with developers and residents?	Our AI ChatBot solution can answer FAQs about permits and status updates. Our AI CoPilot solution can help employees review applications faster. Our AI Process Automation (RPA/IPO) solution can automate scheduling and tracking work. Our AI Document Automation (IDC) solution can simplify generating and verifying required

		documents.
Event Center	What AI-driven solutions can enhance customer engagement, streamline ticketing processes, and optimize event management?	Our AI Chatbot solution can offer personalized event recommendations and respond to ticket inquiries. Our AI CoPilot solution can assist staff with event scheduling and planning tasks. Our AI Process Automation (RPA/IPO) solution can automate ticketing workflows. Our AI Document Automation (IDC) solution can analyze event contracts and generate reports.
Economic Development	What AI-driven solutions can attract investment, facilitate business development, and streamline processes for economic growth?	Our AI ChatBot solution can engage potential investors by answering common questions with tailored information. Our AI CoPilot solution can provide staff with insights & quick answers re. business & economic trends. Our AI Process Automation (RPA/IPO) solution can automate project tracking, communications, and other clerical tasks. Our AI Document Automation (IDC) solution can analyze business proposals and help generate development agreements.
Finance and Budget	What AI solutions can support financial forecasting, optimize budget allocation, detect anomalies, and improve overall financial management and reporting?	Our AI ChatBot solution can address common public queries about budgets and forecasts. Our AI CoPilot solution can assist with anomaly detection and financial analysis. Our AI Process Automation (RPA/IPO) solution can automate routine financial work like reconciliations. Our AI Document Automation (IDC) solution can analyze and generate accurate budget reports.
Human Resources (HR)	How can AI solutions automate HR processes, enhance employee engagement, and transform recruitment and onboarding experiences?	Our AI ChatBot solution can answer employee and candidate queries 24/7. Our AI CoPilot solution can assist HR in screening resumes and performing interviews. Our AI Process Automation (RPA/IPO) solution can streamline everyday onboarding tasks. Our AI Document Automation (IDC) solution can analyze resumes and identify high/low points.
Information Technology and Cybersecurity (IT)	How can AI solutions alleviate the workload of IT personnel? Can they automate Help Desk support, streamline processes, create documentation for IT	Our AI ChatBot solution can respond to common Help Desk queries, freeing up IT staff. Our AI CoPilot solution can support staff in technical support and threat analysis. Our AI Process Automation (RPA/IPO) solution can automate routine processes. Our AI Document Automation (IDC) solution can

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	service domain knowledge, assist with cybersecurity threat detection, or take a proactive role in auditing and cyber defense?	accelerate compliance and audit reporting.
Library Services	What AI technologies can provide a personalized user experience, improve catalog searches, and offer automated assistance?	Our AI ChatBot solution can assist users with catalog searches and inquiries. Our AI CoPilot solution can help librarians with curating collections. Our AI Process Automation (RPA/IPO) solution can track lending and returns. Our AI Document Automation (IDC) solution can streamline membership renewals, forms processing, and catalog updates.
Municipal Courts	How can AI support efficient case management, automate routine inquiries, and improve citizens' access to legal information?	Our AI ChatBot solution can update the public on case status and answer common legal & jury duty queries. Our AI CoPilot solution can assist staff in processing case records and ensure policy compliance. Our AI Process Automation (RPA/IPO) solution can automate case initiation, docketing, and court scheduling. Our AI Document Automation (IDC) solution can review e-filed case documents for approval.
Parks and Recreation	What AI solutions can enhance program management, registration processes, and personalized recommendations for recreational activities?	Our AI ChatBot solution can help residents find suitable programs and register. Our AI CoPilot solution can help staff in managing schedules. Our AI Process Automation (RPA/IPO) solution can automate workflows. Our AI Document Automation (IDC) solution can review forms and submitted documents and generate schedules and reports.
Parks Maintenance	How can AI improve maintenance scheduling, optimize resource allocation, and facilitate better communication with residents?	Our AI ChatBot solution can answer resident requests about park maintenance. Our AI CoPilot solution can support staff with scheduling and allocating resources and policy compliance. Our AI Process Automation (RPA/IPO) solution can automate common task scheduling. Our AI Document Automation (IDC) solution can analyze maintenance reports and help develop plans.

Public Works	What solutions can help in optimizing project schedules, managing resources, and keeping residents informed about public infrastructure projects?	Our AI ChatBot solution can update residents on project progress. Our AI CoPilot solution can assist staff in managing timelines and complying with policy. Our AI Process Automation (RPA/IPO) solution can automate scheduling and resource allocation tasks. Our AI Document Automation (IDC) solution can analyze & approve forms and documents.
Utility Billing	How can AI automate billing inquiries, streamline payment processes, and provide real-time updates on utility usage?	Our AI ChatBot solution can answer billing and payment-related queries. Our AI CoPilot solution can help staff resolve complex billing issues. Our AI Process Automation (RPA/IPO) solution can ensure timely bill generation. Our AI Document Automation (IDC) solution can analyze forms, documents, statements, and account summaries.
Visitors Bureau	How can AI enhance visitor engagement, provide personalized recommendations, and improve tourism management?	Our AI ChatBot solution can recommend activities and attractions tailored to visitors. Our AI CoPilot solution can support staff when dealing with visitor requests. Our AI Process Automation (RPA/IPO) solution can automate booking and communication workflows. Our AI Document Automation (IDC) solution can help analyze requirements and generate promotional materials and reports.
Other Government Entity Departments	What AI-driven innovations can improve service delivery, streamline routine operations, and bolster data-driven decision-making?	Our AI ChatBot solution can provide instant responses to citizen inquiries. Our AI CoPilot solution can help employees comply with policies and get work done with minimal oversight. Our AI Process Automation (RPA/IPO) solution can automate low-value and error-prone tasks to free staff for more important work. Our AI Document Automation (IDC) solution can review, analyze, and approve forms and documents.

Scalability

Our platform was built from the ground up to support the needs of counties from 1,000 people to 10 million+. We currently support the production needs of counties from 70,000 to over 4 million people.

To make scaling as simple as possible, our technology utilizes a modern Kubernetes architecture hosted on AWS.

Scaling-up our solutions is simple to do and involves spooling-up new servers, processes, and other resources as needed.

In addition, we can split a process into multiple instances and run them in parallel to handle especially large transaction volumes, although so far we have not needed to do that.

Re. the AI models we rely on, there are no known practical limits to the use of these models at this time.

Integration

We rely on our CAP middleware APIs to integrate your AI solution with API-enabled applications, knowledge stores, AI models, and communication channels to meet your needs.

If necessary, we can build new APIs for custom requirements, too.

If APIs are not available in your underlying systems, we can use robotic process automation (RPA) software to automate human mouse clicks and keyboard entries to accomplish the job.

All data we extract and process from other applications is stored in a secure AWS VPC configured to meet your specific requirements.

Real-Time Analytics

Our technology uses a real-time cognitive computing platform that naturally generates real-time analytics as it does its job.

For end-user reporting, we build custom reporting dashboards in Google Looker Studio to match our customer's needs for information and alerts.

Data Security and Privacy

Please see our response in section 4.5 "Compliance and Standards" for this section.

NLP Capabilities

Our platform utilizes and works with all modern natural language processing models, including the following:

- Traditional label-trained NLP models including AWS Comprehend
- Third-party NLP models such as those from John Snow Labs (healthcare)
- Advanced LLM-augmented OCR models like AWS Textract
- Third-party API-based GenAI models like those from OpenAI, Anthropic, Azure, Google Cloud, AWS, and IBM.
- Self-hosted open source models such as Mistral 7B, Llama, and others.

We are also experienced in building NLP pipelines to accomplish complex tasks, for example to review court documents, extract key information, and compile or summarize knowledge.

Accuracy

For AI models, we strive to attain an F1 score of 85% or better, which equates to human-level performance for most common tasks.

Algorithm Transparency

When using any modern machine-learning-based AI algorithm or model, no one can definitively trace how decisions are made inside the model.

That said, when building AI solutions we limit the role of AI models in an automation/solution/course to performing small, discrete tasks that have a very high F1 score.

By building solutions this way, we maximize our control over & transparency into how major decisions are made within the workflow.

Continuous Improvement

For our conversational AI solutions, we use several methods to continuously learn, including:

- Leveraging sentiment analysis, user feedback and other signals collected during conversations with end-users.
- Auto-Training: we constantly update the weights of customer-specific training vectors based on faculty/staff training input in CogUniversity

For our process and document automation solutions, we typically do not utilize continuous improvement of the underlying models, because the purpose of these solutions is to automate work in a consistent, reliable, and non-varying manner. That said, we periodically test the AI models we depend on for accuracy (F1 scores) and we rely on log files and other forms of data exhaust to learn from and to adust our model choices, model tuning requirements, and model performance.

Interoperability

The CogAbility Platform

Our platform is a modern API-first cloud-hosted stack built using the most secure open source technologies available and hosted in AWS to keep operating costs low. Hosting in AWS GovCloud is also available for CJIS and other high-security use cases.

We use the following 3 platform components to deliver every CogBot & AI automation:

1. **Your CogBot**: this is your agency's digital coworker, capable of doing anything that today's AI can do. Your staff will engage with your CogBot like any other employee trained to perform one or more tasks for them.

   For example, one CogBot can serve as a customer service agent, an employee support agent, and a process automation agent. Most of our customers name their CogBot and think of them as their office-wide digital assistant.

2. **CogUniversity**: this is where your staff trains, maintains, and monitors your CogBot's work performance.

3. **CogAbility Acceleration Platform (CAP)**: this is our API-first cloud middleware platform that we use to integrate your CogBot with other applications, your knowledge stores, your communication channels, and the underlying AI models that power it.

   Using CAP, our solutions can leverage any and all AI models from leading providers including OpenAI, Anthropic, AWS Sagemaker (w/ GovCloud option), Google, IBM, Microsoft, Azure, self-hosted models, and more. This flexibility is important, because AI models are evolving rapidly.

How We Deliver AI Solutions

In this section, we describe how the three components work together to provide your customers and your staff with the highest-quality experience while minimizing the time your staff and IT personnel must spend to support your CogBot.
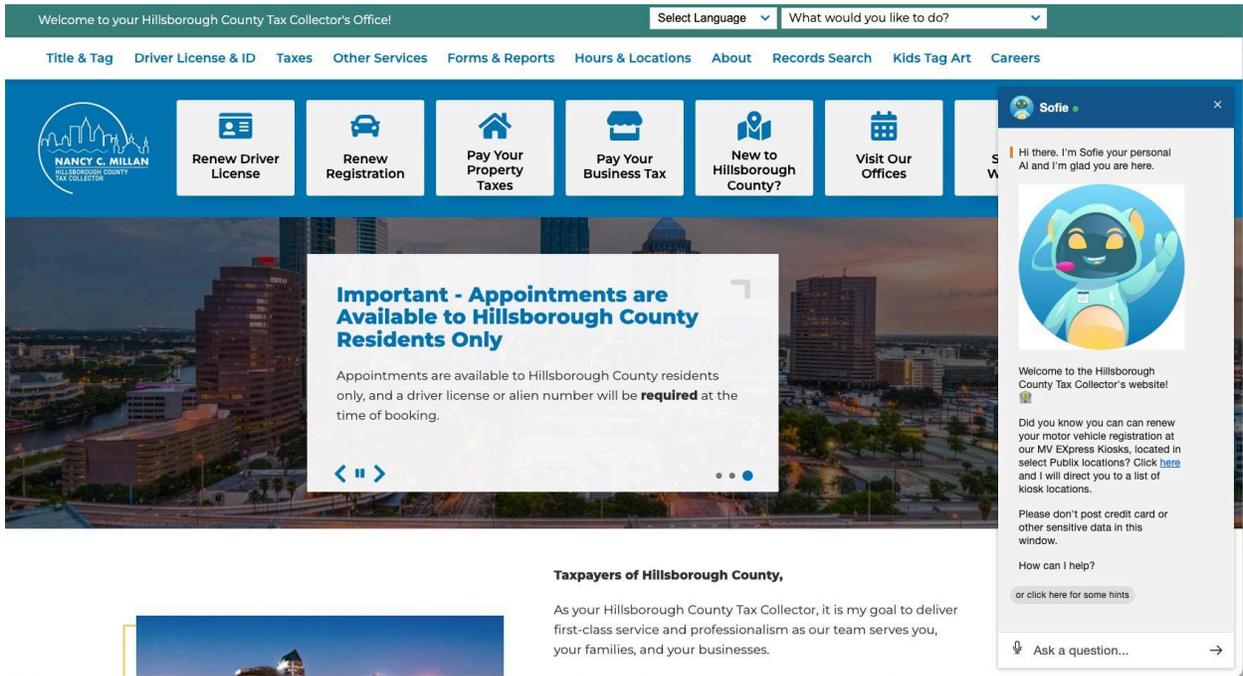
(image of Sofie, an AI CogBot working for the Hillsborough County FL Tax Collector since 2021)

Soon after signing, CogAbility AI engineers will work with your staff to create a customized & integrated CogBot® that typically comes pre-trained to automate a specific type of work for your office.

For example, if a Tax Collector chooses to use their CogBot as a public-facing chatbot, then your CogBot will come pre-trained on our *Tax Collector Quickstart AI Training Data Set* that includes hundreds of answers to the most common tax collector questions. Also included are
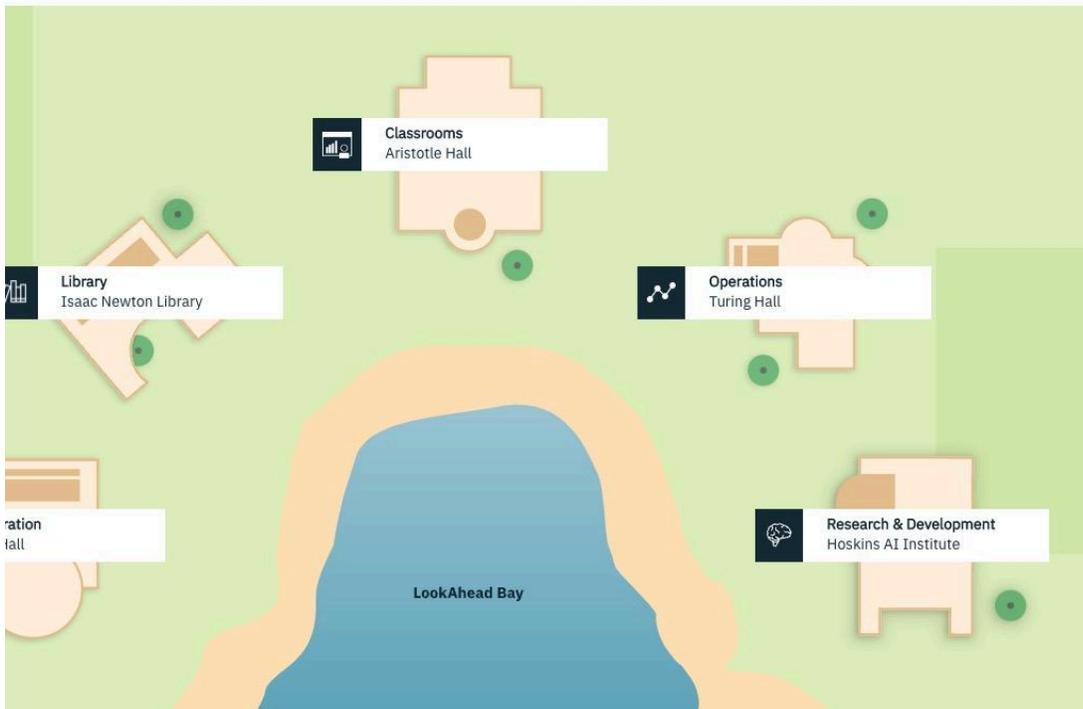
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thousands of lines of AI training data shared by other county tax agencies. This helps your CogBot start delivering the right answers to citizens right away.

After editing your predefined answers, your CogBot will go live and immediately begin chatting with citizens on your website and other communication channels if desired. It will answer the vast majority of your visitors' most common/repetitive questions, freeing your employees to spend more time with citizens needing help on more complex issues.

CogUniversity

Once your CogBot is live, your **dedicated CogBot Advisor** will work with your staff to continue your CogBot's training at CogUniversity® - the world's first university dedicated to teaching machines rather than humans.

CogUniversity is our unique cloud-hosted software platform that unites subject matter experts with the best AI technology to teach a CogBot how to do its job.

CogUniversity classrooms are where your subject matter experts teach your CogBot what it needs to know to perform a particular job in your organization.

Your faculty members don't need to know anything about AI or computer programming, but they do need to know everything about what they are teaching the CogBot.

Most of the work your staff will do at CogUniversity is **grade your CogBot's homework** using a simple 4-star grading system. For a chatbot, this means grading question-answer pairs that flow

into the Tax Collector's Customer Support classroom. For a process or document automation automation, your staff will grade other types of input and output pairs.

Because your CogBot comes pre-trained, the initial training process is typically quick. Most customers spend a few minutes a week monitoring & tweaking their CogBot's performance.

Every agency will get their own CogUniversity campus, and every department in that agency will get their own CogUniversity classroom.

But don't worry - in production, **your CogBot is context-aware**, meaning it automatically detects which agency's knowledge should be used to answer a given question or perform a specific task.

Where needed, faculty members can be assigned different levels such as Student Professor, Assistant Professor, and Full Professor to provide more control over who is authorized to teach what.

Finally, just like a human student needs a teaching advisor from time to time, **your CogBot is assigned a dedicated human CogBot Advisor** responsible for ensuring your CogBot learns what it needs, your staff faculty members get the support they need, and your CogBot continues to perform as expected.

CogUniversity is loved by our customers because it gives their staff complete control over their AI coworker and provides a simple way for them to continually deliver more value from their CogBot without having to go through IT.

Giving your staff this level of control builds buy-in from the beginning, which is critically important for the success of any AI deployment.

CogAbility Acceleration Platform (CAP)
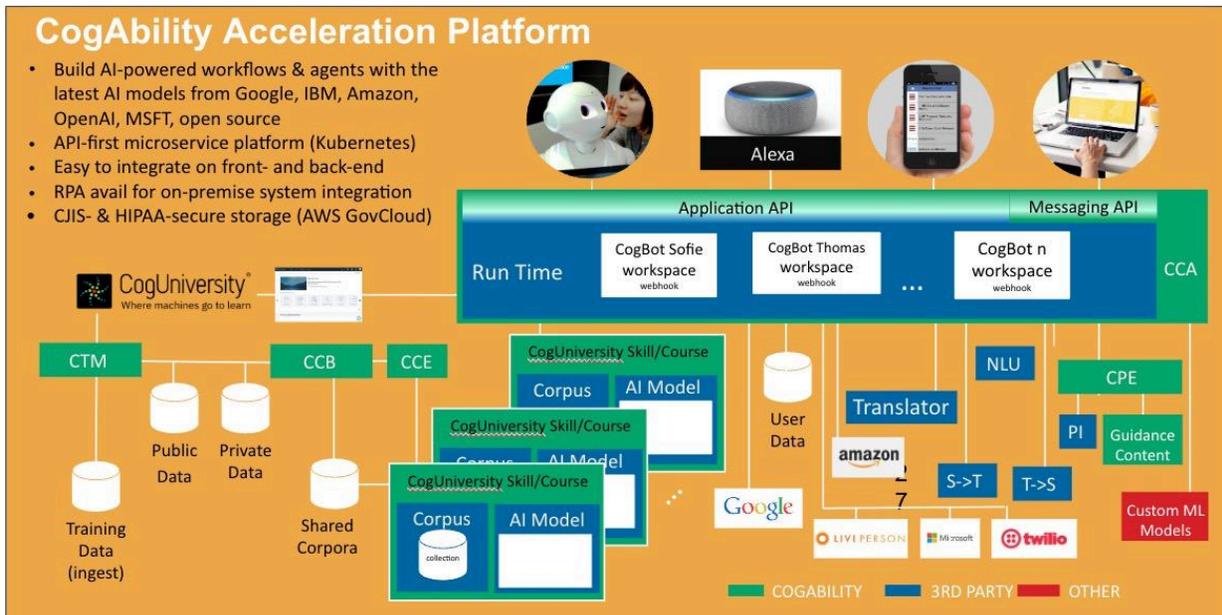
CogAbility's Proposal to NCTCOG RFP # 2025-018   **January 24, 2025**

The **CogAbility Acceleration Platform (CAP**) is our cloud-hosted middleware AI orchestration layer that forms the technical foundation of your CogBot and CogUniversity.

CAP provides the underlying technology required for data specialists, AI engineers, and IT personnel to integrate your CogBot with the information systems, knowledge stores, and AI models it relies on to perform its job.

CAP is a highly secure enterprise-class platform built using a modern Kubernetes-based cloud architecture.

CAP is also an API-first application, making it quick & easy to integrate CAP with other applications, data stores, and communication channels as needed. We also build custom APIs as needed.

CAP is the result of a multimillion-dollar investment by CogAbility and ongoing collaboration with technology partners Google, Amazon, IBM, Microsoft, OpenAI, the University of Florida (UF) - plus a growing list of industry-specific partners.

Although most of our government customers have chosen not to use CAP features directly, we are more than happy to teach IT personnel how to use it.

CogAbility's Technology Stack

For your information, our technology is built using the following components:

- AWS GovCloud or Commercial Cloud for storage and compute
- Foundational AI models from AWS, Anthropic, OpenAI, Cohere, Google Cloud & others
- Proprietary AI models developed and operated by CogAbility
- Google Cloud for certain AI services
- IBM Cloud for certain AI services
- Google Looker Studio for custom analytics
- Javascript for chat widgets and web app deployments
- React.js for front-end/UX development
- Node.js for backend and other features
- Java for high-performance backend processing
- Python for data pipelines, data processing, and other AI-related processes
- LangChain components for RAG and agentic applications
- Postgres, Cloudant and MongoDB for data storage
- Camunda for complex process orchestration (hosted in AWS)
- UIVision for robotic process automation (locally installed)
- Git for code repository and technical support ticket management.
- Google Business Apps for customer support groups, email, and calendaring.
- Several third party applications and services for language translation, security monitoring, system administration, et al.

Per your requirements, CogUniversity and your CogBot can be integrated with any SSO infrastructure. At this time, we do not see a need to integrate CAP with SSO, although we can do that if needed.

Conversational AI Technology

To deliver chatbots, AI copilots, and other conversational solutions our modern proprietary conversational AI stack is second to none for use by government agencies in terms of question coverage, language support, ease of integration, ease of deployment, ease of training, staff satisfaction, safety, and security.

Using our technology, your CogBot can answer more than 90% of questions given to it in multiple languages 24/7/365.

In addition, your CogBot can automatically detect the context of every user's question by analyzing the user, the topic discussed, the knowledge you provide to it, and the page or section of the website or application the user is working on at the moment. All of this is detected automatically, with no technical configuration required.

Because of this context awareness, one CogBot can support many users across many departments and different use cases.

Finally, you can control exactly how your CogBot responds to each type of question or topic in several different ways, including:

- respond with a stored answer created and approved by the County
- respond with an AI-generated answer with links to learn more
- respond with a custom dialog flow to collect information and to triage intent
- transfer the user into another web application (deep link integration)
- Interact programmatically with another application (API integration)
- transfer the user to a live agent, to another messaging interface, or to an AI voice agent
- and more.

This level of granular control over your CogBot's behavior is needed to fully comply with many government communication & AI policies today.

NOTE: Most competing conversational AI technologies including Microsoft CoPilot do not give you this level of control over their behavior.

Process & Document Automation Technology

To automate complex work processes that may also include document automation and AI agents, we use the following technologies:

- AWS Commercial or GovCloud for data storage and processing
- Camunda for complex process orchestration (self-hosted in AWS)
- UIVision for robotic process automation (locally installed)
- Foundational AI models from AWS, Anthropic, OpenAI, Cohere, Google Cloud & others
- LangChain components for RAG and agentic applications
- Postgres, Cloudant and MongoDB for data storage

Staff Support & Training

CogUniversity provides everything your staff needs to monitor, measure, and train your CogBot to do its customer support job.

Generally speaking, your staff will need minimal training to build, train, and support your CogBot. Staff training consists mostly of watching a few instructional videos on how to use the features of CogUniversity.

Over time, your staff's primary job is to grade your CogBot's homework in their assigned CogUniversity classroom. For a chatbot, this means grading a dozen or more question-answer pairs using a simple 4-star grading system. The time commitment for this training is minimal, at most a few hours per month across the entire faculty team.

Finally, we provide your team with a dedicated human CogBot Advisor to support your staff for the duration of our relationship. Your CogBot Advisor provides your staff with support, training on new features, and troubleshooting as needed. Your faculty team can meet with their Advisor as frequently as once a week.

Technical Support

For Level One support, we provide a dedicated online customer support group for your staff and IT personnel to receive announcements from us, report new issues, ask questions, and request assistance. You can add as many team members as you'd like to your support group, as well.

In addition, your team can meet with their CogBot Advisor as often as once a week.

When a new technical issue is reported to your customer support group, we convert the request into a Level 2 support ticket and assign it to a CogBot Developer (AI engineer) for resolution.

At all times, your CogBot Advisor is kept abreast of ticket status and remains your single point of contact for technical support.

When pushing major upgrades or changes to your CogBot, your CogBot Advisor will remain your single point of contact, and an assigned CogBot Developer will serve as your IT point of contact if needed.

Although this simple support methodology has worked well for us for years, we are more than happy to enter into a formal Service Level Agreement covering technical support, if you prefer.

4.3 Performance Metrics

To monitor your CogBot's performance, your staff will log into the Operations module in CogUniversity to view a dashboard displaying relevant performance metrics for each automation.

Your dashboard can be configured to report any information you require. For example, below is a dashboard panel for one of our customers:

Example: Large County Tax Collector in Florida (1.6mm population)

In late 2021, one of the largest counties in Florida replaced their existing Tax Collector virtual agent with a more powerful and flexible solution from CogAbility.

Since going live, the county has averaged $350,000 in labor savings per year through inbound call deflection alone. Additional benefits include significant email deflection savings, 24/7/365 support, and a sharp reduction in wait time for call queues.
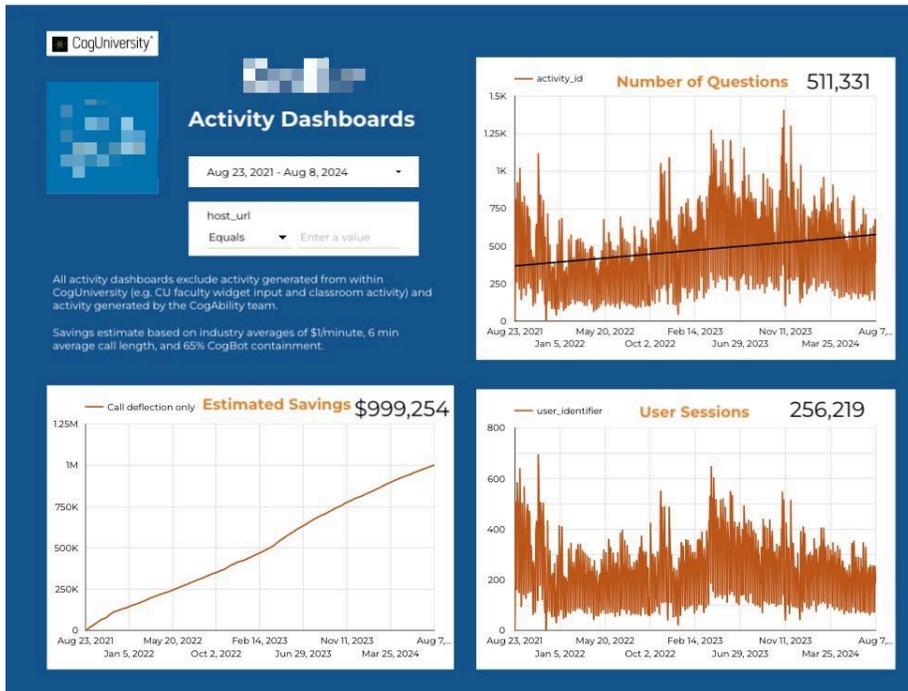
4.4 Risk Management

During the life of our engagement with North Texas counties, we will be happy to provide the following management effort to assist with risk management and mitigation.

- Submit to a security assessment upon request.
- Review training data for bias and safety concerns.
- Help staff create answers, build safety guardrails, and assist on other tasks to ensure AI risks are minimized.
- Demonstrate our proposed system/solutions with Information Technology personnel to show how our product meets their requirements.
- Our lead faculty advisor (project manager) can attend monthly meetings to present and review issues and updates.
- During design and implementation, we can submit a monthly progress report before the close of each month that covers:
    ○ The specific accomplishments achieved during the reporting period
    ○ The specific tasks completed pursuant to the provisions of the contract and the completion dates of such task

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- ○ The projected completion dates for the remaining specific tasks required by the contract
- If a county determines that our progress is unsatisfactory, we will be happy to submit a detailed recovery schedule at no additional cost to the county.
- No major scope changes will be made without prior approval by the county.
- A service level agreement can be provided for technical support, if requested.

4.5. Compliance and Standards

We comply with the requirements listed in your solicitation, as follows:

Data Integrity and Accuracy

All customer data in our applications are CRC-encrypted in flight and at rest, stored in AWS, and reviewed and maintained by customer staff as a general rule. We have full data recovery and logging activated in AWS to meet our customers' backup and retention strategies.

Data Privacy and Compliance

We adhere to all relevant data privacy laws and regulations for the use cases we automate.

We have not yet needed to implement sophisticated data anonymization and pseudonymization methods in our deployments, other than protecting and securing/masking data transferred between clouds and services.

We always ensure user consent is obtained and logged for any kind of sensitive data collection and processing.

Finally, we process and store all CJIS-sensitive data in an NIST-compliant hosting environment (AWS GovCloud).

Data Access Controls

We use role-based access controls (RBAC) to restrict data access to authorized personnel only in CogUniversity (MFA, proprietary RBAC), CAP (MFA, AWS IAMS), and CogBots (HTTPS, domain white listing, and AWS IAMS).

We use multi-factor authentication (MFA) for accessing sensitive customer data, for all of our core business applications, and for customer support and communication applications.

Data Retention and Disposal

In general, we customize data retention and disposal methods and policies per customer policy. For CJIS-sensitive data, we delete data & documents immediately after its use has expired. All of the data we process is in digital format, so we do not require paper-based retention and disposal.

Data Auditing and Monitoring

We utilize various AWS tools and services to audit and monitor data usage and access. Logging mechanisms are built into all of our applications to track data access and modifications.

Threat Detection and Response

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We rely on MFA and IAMS to restrict access to our AWS hosting environment. AWS provides a set of basic security monitoring and warnings for all customers.

Encryption

Both internally and externally, we use end-to-end encryption for data in transit and at rest.

To do this, we utilize industry-standard encryption algorithms and key management practices including FIPS 140-2 compliant 256-bit AES, LUKS1 with 256-bit Advanced Encryption Standard (AES-256), SSE-S3 (Amazon S3-managed keys), SSE-KMS (AWS Key Management Service), and SSE-C (customer-provided keys).

Vulnerability Management

We do not currently perform regular penetration and vulnerability testing of our services and data stores, which reside in AWS.

That said, we rely on AWS tools and security systems to alert us to new issues & vulnerabilities.

Our policy is to always patch code upon security alerts and to update our open source components to the latest stable release when possible.

Risk Management

Through our relationship with the GovAI Coalition and our research work with the University of Florida, we continue to develop new ways to prevent, mitigate, and manage the risks of using AI in public service.

Our company maintains a disaster recovery plan for each customer, and we maintain daily backups of all data, processes, and code used in our AI solutions.

Training and Awareness

We provide annual CJIS/NIST cybersecurity training and awareness training for our staff.

In addition, our engineering team is constantly taking technical training courses to keep up with the latest AI frameworks, methods, and third party tools.

Security Governance Framework

As a leading provider of AI solutions to healthcare, government, and higher education organizations, we take our customers' safety and security extremely seriously.

Our technology and solutions currently adhere to several broad security and regulatory frameworks including WCAG, CJIS/NIST, HIPAA and others.

For a more complete picture, listed below is where we stand on the most common security frameworks, protocols, and guidelines used by US government agencies today:

- **National Institute of Standards and Technology (NIST) 800-53 Rev. 4 - moderate baseline**
  Our solutions can be deployed in a CJIS-safe mode, and most of our employees have been cleared for CJIS work by the state of Georgia's GBI and GCIC agencies.

We have not conducted a formal NIST security framework assessment. But our hosting environment complies, and we believe we comply with the most important requirements that we can control (at the moderate baseline level).

- **Federal Information Security Management Act (FISMA) and Federal Information Processing Standards (FIPS)**
  We have not conducted formal FISMA or FIPS assessments. But our cloud hosting environment complies, and we believe we are generally compliant with both.

- **Open Web Application Security Project (OWASP)**
  We have not conducted a formal OWASP-WSTG assessment, although we believe we are compliant with most of the guidelines.

- **Web Content Accessibility Guidelines (WCAG)**
  Our conversational AI solutions (chatbots, CoPilots, agents) are WCAG v2.1 compliant.

- **Center of Internet Security (CIS) Benchmarks**
  We have not conducted a formal CIS Benchmark (Framework) assessment of our common architecture components, although we are happy to do so if needed.

- **NIST Cyber Security Framework as denoted by Executive Order 13636.**
  We have not conducted a formal NIST Cybersecurity assessment, although we believe we are generally compliant with their small business quick start guide. For example, we currently provide CJIS-safe AI solutions for Clerks of Court in the US.

NOTE: we carry $2 million of cybersecurity insurance to protect our customers and our business continuity.

AI Safety & Security

CogAbility was one of the first vendors to join the GovAI Coalition, a group of more than 1,500 local and state government officials committed to ensuring that AI remains free of bias and is safe to use by public service organizations.

To help our government customers deliver AI-powered solutions safely, we have also developed a proprietary RAG infrastructure and a set of *GenAI Safety Guardrails* that prevent our GenAI-powered solutions from hallucinating, getting off track, or being hacked.

We are committed to doing whatever it takes to ensure that your use of AI remains safe, secure, bias-free, and as accurate and helpful as possible.

That said, today's GenAI models are constantly changing, and the issues of hallucinations and incomplete answers have not been solved 100%. This is why we provide multiple ways for your CogBot to retrieve critical information, generate content and answers, and analyze data - so you always remain in control.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

5.0 Pricing (20%)

To keep budgeting simple and predictable for North Texas counties, we propose using a **fixed-price annual contract** in which all cloud services, technical support, AI processing, data provisioning, and most other expenses are covered by us.

Our flat-fee annual pricing eliminates nickel-and-diming for minor change requests after your chatbot is built and has proven popular with counties of populations of less than 100,000 to greater than 4 million.

In the table below, we list not-to-exceed discounted prices for our most popular AI solutions.

The largest counties in NCTCOG should expect to pay at or near list price, and smaller counties should expect a discount from these prices.

In general, we price our solutions so that every county and agency can get at least a 2X return on investment from their CogBot.

In some cases, we may need to bundle several automations together to serve the smallest counties cost-effectively.

What's Covered By Our Annual Fee (Tuition)

Our annual fee includes everything you need - including the following:

- cloud hosting (storage, network, and compute)
- The CogAbility platform: your CogBot, your CogUniversity campus, and CAP
- 3rd party software
- 24/7/365 technical support
- dedicated customer support (CogBot Advisor)
- API integrations
- AI model training and inference expenses
- dialog design and implementation
- topic and entity QA and editing
- corpus QA and editing
- project management
- management reporting
- security and compliance assessments
- support for audits as needed
- required activity logging, and
- upgrades and bug fixes as needed to meet RFP requirements.

All CogAbility technical support and engineering resources are included in our annual fee, which minimizes the need to hire rare & expensive IT and AI skills to support your CogBot.

Professional Services

Some customers require professional services to build custom integrations, but it typically adds less than 20% to the first-year price.

Price Table

The following prices are the discounted TX DIR prices that all NCTCOG's members can take advantage of today.

NOTE:

- The prices below include customer's choice of one (1) CogUniversity course/automation.
- Each additional course/automation incurs a modest additional annual fee.

PRODUCT		TX DIR PRICE	Customer Discount % off MSRP	Customer Price	Unit
AI Chatbot or CoPilot w/ CogUniversity Campus (1 agency, up to 1,000 users/mo)	Lite Scholarship	$35,000.00	10.00%	$31,736.25	per yr
Process / Document Automation w/ CogUniversity Campus (1 process, up to 1,000 documents/mo)	Lite Scholarship	$50,000.00	10.00%	$45,337.50	per yr
AI Chatbot or CoPilot w/ CogUniversity Campus (1 agency, up to 5,000 users/mo)	Standard Scholarship	$50,000.00	10.00%	$45,337.50	per yr
Process / Document Automation w/ CogUniversity Campus (1-2 processes, between 1,000 and 10,000 documents/mo)	Standard Scholarship	$75,000.00	10.00%	$68,006.25	per yr
AI Chatbot or CoPilot w/ CogUniversity Campus (1 agency, up to 10,000 users/mo)	Advanced Scholarship	$55,000.00	10.00%	$49,871.25	per yr
Process / Document Automation w/ CogUniversity Campus (1-5 complex processes, between 10,000 and 100,000 documents/mo)	Advanced Scholarship	$125,000.00	10.00%	$113,343.75	per yr
Custom Machine Learning Model w/ CogUniversity Campus (1 use case)	Advanced Scholarship	$75,000.00	10.00%	$68,006.25	per yr
Prof. Services: Advanced Education Retainer AER - 40 hours (for integration, data labeling, dialog design, et al)	AER	$6,000.00	10.00%	$5,440.50	per yr
AI Corpus - Copy Editing Service (English corpus)	Copy Editing	$3,500.00	10.00%	$3,173.63	per yr
AI Corpus - Language Translation Support (non-English Corpus)	Language Translation	$4,000.00	10.00%	$3,627.00	per yr
AI Chatbot - additional 1,000 users/mo	Additional 1k Users/Mo	$6,000.00	10.00%	$5,440.50	per yr

6.0 Proposed Value-Add (Bonus 5%)

No answer provided.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued)

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

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

End of Exhibit 3

APPENDIX B

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

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

1.   **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2.   **Davis-Bacon Act**. CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3.   **Contract Work Hours and Safety Standards**. CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4.   **Rights to Invention Made Under Contract or Agreement**. CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.

5.   **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act**. CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6.   **Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions".

7.   **Restrictions on Lobbying**. CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision "Restrictions on Lobbying". CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

8.   **Procurement of Recovered Materials**. CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.

9.   **Anti-Israeli Boycott**. By accepting this work order, CONTRACTOR hereby certifies the following:
    1.   CONTRACTOR's Company does not boycott Israel; and
    2.   CONTRACTOR's Company will not boycott Israel during the term of the contract.

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

Signature of Authorized Person
Vernon D. Niven, III

Name of Authorized Person
CogAbility, Inc.

Name of Company
5-25-2025

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.
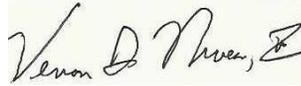
Vernon D. Nguen, II
_____
Signature

Chief Operating Officer
_____
Title

CogAbility, Inc.
_____
Agency

5-25-2025
_____
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.

Vernon D. Niven, III

Signature of Authorized Person

Vernon D. Niven, III

Name of Authorized Person

CogAbility, Inc.

Name of Company

5-25-2025

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.

Vernon D. Niven, III

Signature of Authorized Person

Vernon D. Niven, III

Name of Authorized Person

CogAbility, Inc.

Name of Company

5-25-2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

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

-OR-

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

_____
Signature of Authorized Person

Vernon D. Niven, III
_____
Name of Authorized Person

CogAbility, Inc.
_____
Name of Company

5-25-2025
_____
Date

APPENDIX E
DEBARMENT CERTIFICATION

_____CogAbility, Inc._____being duly (Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither

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

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

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

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

EXCEPTIONS:

_____

_____

_____

Vernon D. Niven, III   COO   5-25-2025
_____
    Signature of Certifying Official

_____
    Title

_____
    Date of Certification
Form 1734
Rev.10-91
TPFS