

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT Artificial Intelligence (AI) Language Translation, Transcription, and Quality Control Services

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

Northland and Companies, dba Northland Business Systems
12150 Nicollet Ave
Burnsville, MN 55337

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) Language Translation, Transcription, and Quality Control Services** (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals # (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 The Contractor may expand its designated service area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated service area(s). NCTCOG reserves the right to publish or update service area information for public awareness and contract administration purposes.
- 2.5 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.6 NCTCOG Obligations

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

2.7 Participating Entity Obligations.

- 2.7.1 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.
- 2.7.2 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.

2.8 Contractor Obligations.

- 2.8.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #.
- 2.8.2 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.
- 2.8.3 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 **September 30, 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 **September 30, 2030**.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase

Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

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

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However,

each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

If to Contractor: Northland and Companies, dba Northland Business Systems
12150 Nicollet Ave
Burnsville, MN 55337
Attn: Tom Grismer
Phone: 952-209-1452
tgrismer@northlandsys.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 appendices/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.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor has certified its compliance with the requirements of Section 889 of the National Defense Authorization Act (NDAA) through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. 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 has certified its compliance with applicable laws regarding non-discrimination against firearms entities or firearms trade associations through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. 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 has certified its compliance with applicable laws regarding the prohibition of boycotting certain energy companies through execution of the “Boycotting of Certain Energy Companies Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. 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 Termination for Convenience

The Contractor 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 vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

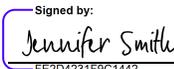
10.24 Trafficking in Persons

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.

- 10.25 **Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 10.26 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

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

**Northland and Companies,
dba Northland Business Systems**

Signed by:
 11/5/2025

 Signature Date

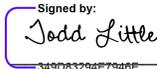
Jennifer Smith

 Printed Name

CFO

 Title

North Central Texas Council of Governments

Signed by:
 11/5/2025

 Signature Date
 Todd Little
 Executive Director

APPENDIX A
Statement of Work

This project engages providers capable of delivering services that support the needs of TXShare entities in the areas of Artificial Intelligence (AI) Language Translation, Transcription, and Quality Control for 9-1-1 operations.

The service categories under this agreement include both those explicitly identified by TXShare and those proposed by the respondent in their technical proposal which is incorporated herein and made a part of this statement of work.

The Service Categories are as follows:

- Service Category #1: Artificial Intelligence (AI) Language Translation for 9-1-1
- Service Category #2: Artificial Intelligence (AI) Language Transcription for 9-1-1
- Service Category #3: Artificial Intelligence (AI) Quality Control for 9-1-1
- Service Category #4: Any additional 911 AI services not explicitly referenced by this RFP



4. Technical Proposal

The following pages contain our response to your Attachment A: Compliance Matrix

Directions: Mandatory Sections:

Every vendor is required to fully complete the following sections of the Compliance Matrix:

Section 5.1 – General Requirements

Section 5.2 – Language Support

Section 5.6 – Other Requirements

Service Category-Specific Sections:

For the following service categories, vendors are only obligated to complete the sections that correspond to the specific services for which they seek to be considered:

Section 5.3 – Service Category #1: Translation Services for 9-1-1

Section 5.4 – Service Category #2: Transcription Services for 9-1-1

Section 5.5 – Service Category #3: Quality Control Services for 9-1-1

Failure to complete the mandatory sections or the relevant service category sections may result in disqualification from the evaluation process.

If “Complies within 6 Months” is selected, vendor shall provide a clear timeline including the feature(s) roadmap and engineering assessment that shall be compiled by the vendor’s Product Team.

Section Identifier	REQUIREMENT	SELECT COMPLIES, COMPLIES WITHIN 6 MONTHS AND DOES NOT COMPLY	RESPONSE NARRATIVE Note- If selecting “Complies within 6 months,” include clear timeline including features roadmap and engineering assessment here.
5.1	GENERAL REQUIREMENTS		
a.	<p>Certifications: List current certifications such as ISO 17100, ISO 9001. Documentation should be available upon request.</p>	Complies	<p>Revcord's infrastructure is hosted in TRG's Houston data center, which maintains third-party verified certifications including:</p> <ul style="list-style-type: none"> • FISMA (Federal Information Security Management Act) • SOC 2 Type 2 • SSAE 18 • PCI DSS • NFPA 110 <p>Revcord also self-attests to compliance with:</p> <ul style="list-style-type: none"> • HIPAA (Health Insurance Portability and Accountability Act) • CJIS (Criminal Justice Information Services) • NIST Cybersecurity Framework <p>While CJIS does not provide formal certification, Revcord's policies, access control systems, and infrastructure configurations are built to fully align with CJIS Security Policy requirements, including personnel background screening, secure authentication, and audit logging.</p> <p>Revcord software implements TLS 1.2+ encryption for all data in transit, AES 256-bit encryption at rest, and role-based access control (RBAC). Additionally, Revcord enforces multi-factor authentication (MFA) for administrative access and encrypts stored media using a proprietary DSF format to ensure confidentiality and integrity.</p>

<p>b.</p>	<p>Interpreter Training: Ensure that language translation interpreters have received training specific to 9-1-1 call handling or possess similar call processing knowledge.</p>	<p>Does not Comply</p>	<p>Revcord does not use live interpreters. Instead, we offer AI-driven transcription and translation services tailored to public safety workflows. Our models are trained on language typical of high-stress call center environments and supported by QA teams familiar with 9-1-1 terminology, escalation procedures, and caller behavior. Support personnel are trained on ECC operations and receive periodic refreshers.</p>
<p>c.</p>	<p>Access to Interpreters: Provide assurance of direct access to language translation interpreters without requiring unique pin codes.</p>	<p>Complies</p>	<p>No PINs, dial-ins, or call transfers are required. All transcription and translation services are initiated from the Revcord platform via browser, desktop, or mobile interface. Access is governed by user credentials and RBAC policies, with full logging of all actions.</p>
<p>d.</p>	<p>Service Availability: Confirm the availability of services 24/7/365 to ensure continuous support.</p>	<p>Complies</p>	<p>Revcord’s services are available 24/7/365. The TRG-hosted infrastructure features: Tier 4 redundancy with 2(N+1) power architecture</p> <ul style="list-style-type: none"> • Elevated facility outside 500-year floodplain • 185+ MPH hurricane resistance • Onsite 24/7 staffing and indoor backup generators • 100% uptime track record <p>All systems are proactively monitored and supported by automated alerts.</p>
<p>e.</p>	<p>List of Services: Specify the range of services your company can provide. Note that not all services need to be provided by a single vendor; multiple providers may be awarded under the TX Share cooperative.</p>	<p>Complies</p>	<ul style="list-style-type: none"> • Post-call transcription via RevScribe (with speaker ID and keyword flagging) • Upload-based multilingual transcription and translation (30+ languages; July 2025 release) • AI-powered QA (ReVI) analyzing 100% of calls for compliance, escalation, and performance • Automated redaction (audio and text) for CJIS/PCI/HIPAA-aligned workflows • FOIA/case management automation with searchable logs

			<ul style="list-style-type: none"> Secure API access, audit trails, and browser-based review dashboards <p>Live transcription is in development and will be available via OTT workflows in a future release.</p>
f.	<p>Architectural Diagram and Scalability:</p> <p>Include an architectural diagram illustrating your solution and describe its scalability. Responses can include one or more models or solutions.</p>	Complies	<p>Revcord's architecture is built on modular containerized microservices that scale horizontally. Each function—transcription, translation, QA—is independently scalable and fault-tolerant. Customer data is logically isolated, and AI workloads are distributed across GPU-enabled nodes with elastic capacity. Audit, backup, and failover routines ensure resilience.</p>
g.	<p>Implementation and Configuration Capabilities:</p> <p>Detail the implementation, integration, and configuration capabilities available to the Customer. Clarify if software installation and configuration are exclusive to your company and explain why, if applicable.</p>	Complies	<p>Revcord provides exclusive implementation and configuration to maintain compliance and security standards. Our U.S.-based team performs:</p> <ul style="list-style-type: none"> CHE/NG9-1-1 integration (SIP, OTT, browser-based) Policy setup for redaction, transcription QA, user roles <p>Secure data routing, backup, and API integration</p>
h.	<p>Impact Mitigation:</p> <p>Assure that any loss of connectivity or failure in translation or transcription services will not affect call-taking functionality.</p>	Complies	<p>Revcord systems are designed to complement—not interrupt—core 9-1-1 operations. Transcription, translation, and QA operate asynchronously. If the AI layer is offline, CHE, call routing, logging, and dispatch remain fully functional. All recordings are locally cached and transmitted once service resumes. Failover protocols ensure data integrity.</p>
5.2	LANGUAGE SUPPORT	Complies	
i.	<p>Provide a comprehensive list of languages supported (minimum of five) by your application and list them by the relative feature. Include your company’s roadmap of languages that will be supported in the future.</p>	Complies within 6 Months	<p>ReVI is currently providing translation for English, Spanish, Vietnamese, Mandarin Chinese, and Arabic. Hindi, Russian and Korean will be supported in the next scheduled update (by September 2025).</p>

5.3	SERVICE CATEGORY #1: TRANSLATION SERVICES FOR 9-1-1		
j.	Real-time Audio Translation: Provide capabilities for real-time audio translation during live 9-1-1 calls.	Does not Comply	Real-time audio translation is not currently supported. Our system provides secure, accurate translation of audio recordings via manual upload after the call. This ensures quality control and full alignment with compliance standards. Real-time functionality is under internal evaluation for future release.
k.	Text Message Translation: Ensure text message translation for text-to-911 platforms or over-the-top (OTT) text-to-911 and text-from-911.	Complies	We support the logging of text messages received through Text-to-911 platforms. Messages can be uploaded manually or submitted via API, with typical turnaround in under 2 minutes depending on content length.
l.	Operational Flexibility: Ensure that audio and text translation operate seamlessly across all ECCs (primary, secondary, backup), regardless of the call/text's origin or transfer points.	Complies	Our platform supports upload and translation of audio and text from any ECC—primary, secondary, or backup. Translation is performed independently of the originating system, ensuring seamless support regardless of routing or transfer structure.
m.	AI Language Detection: Demonstrate AI language detection capabilities to expedite access to language translations.	Complies	Our platform performs automatic language detection during file ingestion. Non-English languages are tagged and do not go through the normal automated transcription. These files can be run later for transcription and translation.
n.	AI Voice Translation: Provide AI voice translation capabilities between 9-1-1 call takers and 9-1-1 callers.	Does not Comply	AI voice translation is not supported in real-time. We currently support voice-to-text translation post-call. Real-time functionality is under internal evaluation for future release.
o.	Turnaround Time for Document Translation: Specify the turnaround time for non-emergency document translation (e.g., incident reports, public notices).	Complies	Translation is processed at a rate of approximately 1 minute of system time per 10 minutes of source content . Turnaround time is determined by the size and language of the material. Most standard-length recordings & documents are completed within minutes.

p.	Bi-Directional Translation: Ensure all translation is bi-directional; translations of incoming audio/text must be into English for Customer's telecommunicators, and responses must be translated back into the original foreign language.	Complies	Our solution supports full bi-directional translation. Audio or text in a foreign language is translated into English for call takers, and English responses or documentation can be translated back into the original language as needed.
q.	Logging and Accessibility: Log all translated conversations and make them available to Customer in real or near-real-time.	Complies	All translated content is logged and indexed in the Revcord MMS platform. Transcripts and source media are linked and accessible via secure web interfaces, including RevView and ReVI, typically within minutes of upload.
r.	Secure Connectivity: Ensure connectivity to the translation service is diverse, secure, and actively monitored for security threats.	Complies	All data is transmitted over TLS 1.2+ encrypted channels. Processing occurs within U.S.-based, FISMA-compliant data centers. Connectivity is monitored 24/7 through RevWatch, with built-in failover, anomaly detection, and role-based access control.
s.	Translation Memory/Glossary: Support a translation memory or glossary for Customer to provide feedback on preferred translations	Complies	We support customer-provided translation glossaries. Preferred terms are integrated into the translation process to ensure consistency and reflect local or agency-specific phrasing.
t.	Handling Misspellings: Explain how the proposed text translation solution will handle misspellings in the original language that may affect translation accuracy.	Complies	Our system uses NLP-based spelling correction and context analysis. Minor misspellings are corrected automatically, and uncertain phrases are flagged for review to avoid translation errors.
u.	Pre-Translated Messages: Support the creation of pre-translated canned announcements or text messages for use by Customer in service request contexts.	Does not Comply	We do not support this functionality.
v.	Handling Unidentified Languages: Address the handling of languages that cannot be identified by the translation service.	Complies	If the system cannot identify a language with high confidence, the file is flagged for manual review. Users may select the correct language from a supported list to continue the translation process.

w.	Continuous Improvement: Include a mechanism for improving the accuracy of translations over time for each supported language.	Complies	We support continuous model improvement through feedback and quality reviews.
5.4	SERVICE CATEGORY #2: TRANSCRIPTION SERVICES FOR 9-1-1		
x.	Accurate and Timely Transcription: Ensure accurate and timely transcription of live 9-1-1 calls and call recordings.	Complies	Revcord offers RevScribe and ReVI transcription solutions. RevScribe provides near real-time transcription for uploaded audio, while ReVI automates transcription of 100% of calls post-capture. Both platforms are optimized for public safety workflows, ensuring high accuracy and rapid availability. While Revcord does not currently offer real-time transcription of live 911 calls, our platforms support immediate ingestion and transcription post-call with sub-minute latency in most environments.
y.	Keyword Tagging/Flagging: Implement tagging/flagging of key words such as “gun,” “unconscious,” “drowning” to enhance search capabilities.	Complies	ReVI automatically tags keywords and phrases. These tags support rapid review, case triage, and QA analysis across every call logged.
z.	Timestamped Verbatim Transcripts: Provide timestamped, verbatim transcripts with search capability to facilitate retrieval of key information.	Complies	Revcord's transcription systems generate time-stamped, verbatim transcripts. Transcripts are searchable by keyword and integrated with playback tools that allow users to click on text and jump directly to the corresponding audio segment.
aa.	Text Translation Capabilities: Offer text translation capabilities for multilingual support.	Complies within 6 Months	Although this is not a current feature, translation of transcripts into multiple languages can be supported via our AI translation engine, which leverages automatic language detection and supports Spanish, Vietnamese, Russian, Mandarin, Korean, and Hindi, among others. Translation is bi-directional and stored alongside original transcripts for audit integrity.

<p>bb.</p>	<p>Optional Speaker Identification and Redaction: Provide optional speaker identification, noise filtering, and redaction services.</p>	<p>Complies</p>	<p>Revcord offers optional multi-speaker differentiation and speaker tagging via RevScribe. ReVI includes automated redaction tools that comply with CJIS, HIPAA, and PCI requirements. Sensitive content such as personally identifiable or protected health information is flagged and removed according to agency policy.</p>
<p>cc.</p>	<p>Admissibility in Court: Ensure transcripts meet legal standards for admissibility in court.</p>	<p>Complies</p>	<p>Revcord transcripts are time-stamped, tamper-evident, and stored securely in CJIS-compliant environments. Transcripts are linked to audio and metadata to ensure evidentiary integrity and audit traceability, supporting legal admissibility. In addition, for chain of custody purposes, Revcord stores a copy of the file(s) in a proprietary encrypted format.</p>
<p>dd.</p>	<p>Logging and Storage: Implement logging and secure storage of transcripts to ensure accessibility and security for Customer.</p>	<p>Complies</p>	<p>Transcripts are stored on CJIS-compliant servers with encryption at rest and in transit. Full audit logs capture access, edits, exports, and playback events. Our data center meets FISMA, HIPAA, SOC, and PCI standards and has a 100% uptime track record.</p>
<p>5.5</p>	<p>SERVICE CATEGORY #3: QUALITY CONTROL SERVICES FOR 9-1-1</p>		
<p>ee.</p>	<p>Call Quality Analysis: Evaluate calls for key performance metrics such as response time, adherence to protocols, tone of voice, empathy, accuracy of information collection, and overall call handling effectiveness.</p>	<p>Complies</p>	<p>ReVI evaluates 100% of 9-1-1 calls using a secure, closed AI model. Our system automatically scores response time, caller empathy, tone, protocol compliance, and data accuracy across all calls. Unlike sampling-based systems, ReVI applies real-time QA to every interaction using a dynamic, question-based evaluation engine.</p>
<p>ff.</p>	<p>Anomaly & Risk Detection: Identify potential issues such as miscommunication, incomplete information gathering, delays in dispatch, or non-compliance with standard operating procedures.</p>	<p>Complies</p>	<p>ReVI continuously monitors all calls for anomalies and risk factors such as missed questions, incorrect triage paths, dispatch delays, or SOP violations through the Revcord Automated QA.</p>
<p>gg.</p>	<p>Sentiment & Stress Analysis:</p>	<p>Complies</p>	<p>ReVI uses NLP and acoustic signal analysis and can evaluate the emotional tone and stress level of both the caller and the call taker. Escalation patterns and emotional volatility are logged and factored into</p>

	Apply natural language processing (NLP) and voice analytics to assess caller and dispatcher stress levels, emotional tone, and escalation patterns.		overall QA scoring to aid in coaching and protocol adherence. This is not a feature offered today but is on the roadmap.
hh.	Compliance Monitoring: Ensure calls are handled in accordance with regulatory standards and internal protocols, flagging any deviations for review.	Complies	ReVI’s QA module can provide excellent predictive data. enforces real-time compliance monitoring aligned with CJIS, HIPAA, and PSAP-specific protocols. Deviations are auto flagged, logged, and included in QA reports.
ii.	Reporting & Dashboards: Deliver customizable reports and interactive dashboards that provide insights into call performance, trends, and areas for improvement.	Complies	Our platform provides real-time dashboards and configurable reports segmented by call type, agent, and issue category. Reports can be exported in multiple formats and are designed to support training, policy updates, and executive briefings.
jj.	Continuous Learning & Model Improvement: Regularly update and refine AI models based on feedback and new data to ensure high accuracy and relevancy.	Complies	ReVI models are continuously retrained using new calls and QA feedback specific to each customer. Model refinement happens internally and remains PSAP-specific—there is no cross-agency data sharing. Our training dataset includes over 250 million logged events to support language diversity and scenario variance.
kk.	Quality Assurance Standards: At a minimum, should follow guidelines provided in the APCO/NENA ANS 1.107.1.2015 standard for the establishment of a Quality Assurance and Quality Improvement Program for ECCs.	Complies	ReVI is designed to comply with APCO/NENA ANS 1.107.1.2015 standards. Our QA engine is rule-based and customizable to each ECC’s evaluation form and protocol, ensuring regulatory compliance while enabling tailored QA insights across all calls.
5.6	OTHER REQUIREMENTS		
ll.	Connection to Service: Ensure connection to service in < 3 seconds (preferred).	Complies	We can support sub-3 second service initiation for browser-based and API-based workflows under normal operating conditions

mm.	Uptime Reliability: Guarantee 99.999% uptime reliability	Complies	Revcord’s infrastructure at TRG has a verified 100% uptime record, with Tier 4 design and 2(N+1) power architecture, satisfying 99.999% availability expectations.
nn.	Tiered Response Expectations: Define tiered response expectations for high-traffic or crisis scenarios.	Complies	Revcord supports prioritized load management and multi-tenant throttling during crisis events. Custom escalation protocols can be configured per PSAP.
oo.	Accuracy of Transcription and Translation: Ensure transcription and translation accuracy falls within a range of 95% - 100% for core languages such as Spanish, Vietnamese, Hindi, Russian, Mandarin, and Korean. Specify expected accuracy for all other languages based on actual data.	Complies	Our July 2025 release supports 99% transcription accuracy in core languages with custom glossary training and post-processing QA. RevScribe and ReVI do not reuse customer data across tenants, but accuracy scoring is continuously monitored.
pp.	CJIS Compliance: Ensure compliance with Criminal Justice Information Services (CJIS) regulations.	Complies	Revcord self-attests to CJIS compliance, including access controls, MFA, encryption, and audit logs per CJIS Security Policy 5.9 guidelines.
qq.	HIPAA Compliance: Maintain HIPAA compliance for medical emergency translation, transcription, and quality assurance/control (QA/AC).	Complies	HIPAA safeguards are implemented across transcription/QA functions. Protected Health Information (PHI) is secured in transit and at rest, and staff complete required training
rr.	Data Encryption: Implement data encryption for both in-transit and at-rest data. Specify encryption methods and protocols utilized.	Complies	TLS 1.2+ for data in transit, AES-256 at rest, with proprietary DSF storage format. Full encryption coverage detailed in our security paper.
ss.	Secure Data Storage: Utilize US-based servers for secure data storage. Specify retention periods, including cold storage retention.	Complies	All data is stored in TRG Houston with cold storage retention options available (30 days to 5 years).

tt.	Confidentiality and Non-Disclosure Agreements: Outline the confidentiality and non-disclosure agreements used by the Vendor.	Complies	All Revcord employees and subcontractors are bound by NDAs, with access limited by RBAC and logged actions.
uu.	Proactive Security Measures: Conduct proactive analysis of systems and networks for vulnerabilities, including independent security audits annually.	Complies	Revcord conducts quarterly vulnerability scanning, annual third-party audits, and employs real-time monitoring via RevGuard.
vv.	Multifactor Authentication: Implement multifactor authentication for remote access into systems providing the service.	Complies	Mandatory for all administrative and support accounts, enforced across all product layers.
ww.	Disaster Recovery Plan: Provide a disaster recovery (DR) plan and describe the security software update policy, frequency, and procedures.	Complies	TRG datacenter supports full failover, on-site generation, and encrypted cold storage. Patch management occurs monthly, with emergency patches validated within 48 hours.
xx.	Data and Language Model Restrictions: Restrict all data and language models to the Customer only, prohibiting use in other regions.	Complies	ReVI and RevScribe models are tenant-specific, with zero cross-jurisdictional data sharing. Training is not performed on Customer data.
yy.	Compatibility with Call-Handling Systems: Ensure compatibility with 9-1-1 call-handling systems.	Complies	Revcord supports OTT, SIP, and API integration with CHE platforms. Compatibility tested with Motorola, Intrado, and NGA-ready interfaces.
zz.	API Access or NG9-1-1 Integration: Provide API access or integration with NG9-1-1 infrastructure.	Complies	Comprehensive RESTful API documented for RevcordMMS, ReVI, and transcription uploads.
aaa.	Access Options:	Complies	All three supported. No agent install required for browser or mobile.

	Offer browser-based, mobile, and on-premise access options.		
bbb.	Real-Time Monitoring Dashboard: Include a real-time monitoring dashboard for supervisors.	Complies	ReVI dashboard offers real-time call QA scoring, transcription audit queue, and incident tagging.
ccc.	Interoperability with Customer’s Call Handling Equipment (CHE): Ensure interoperability/integration of services with Customer’s Call Handling Equipment (CHE); identify any required over-the-top connectivity.	Complies	We support CHE interoperability via OTT routing or browser-based review. No inbound port opening is required.
ddd.	Integration with Text Control Centers (TCCs): Support interoperability with Text Control Centers (TCCs) serving Customer’s ECCs for text message translation functionality.	Complies	Text message translation is supported via secure upload or API from TCC-connected platforms. Bi-directional support included in the July 2025 update.



APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

Exhibit 1: Categories Offered and Pricing Proposal

Northland is pleased to present our response to your AI Transcription and Translation Services Request for Proposal. The following is pricing for each Service Category.

Service Category #1: Artificial Intelligence (AI) Language Translation for 9-1-1

Revcord’s AI Language Translation is a feature within ReVI. ReVI pricing is cumulative. Channels 8-19 are billed at the standard rate, with discounted pricing applied to higher tiers. The minimum order is 8 channels. Global Channel pricing requires ReVI to be enabled on all channels, while non-global channels may use ReVI optionally. ReVI can run on a non-Revcord, on-premise logger and will translate present/future calls but not past calls.

The following is sample pricing for ReVI AI Translation for an 8 Channel Logger: Per Agency/Site discovery will be required prior to a formal quote/engagement.

QTY	ITEM	DESCRIPTION	INVESTMENT
1	MCM	Revcord MMS Logger (will be installed in parallel to on-stie logger for 911 audio capture and processing to the Revcord Virtual Logger Assistant)	\$1,643.50
8	REVV16/S-P	VoIP/RoIP Recording Permanent Software License per channel \$512.05 each: <ul style="list-style-type: none"> • 4 For Solacom Positions • 4 911 Channels (Text to 911) 	4,096.40
1	REVSOLACOMSMS	Solacom SMS Bundle Integration Permanent License (up to Four Positions)	4,745.25
8	REVI-VLA10(1)	Revcord ReVI Virtual Logger Assistant Global License per Channel (8-19) at \$285.00 each*	2,280.00
1	REVSYNC+	Annual Cloud Based Logging Service (non Revcord system -8 Channels)	483.36
1	NBS-PM	Project Management	600.00
5	NBS-Config/Training (2)	Remote Configuration or Training, per day at \$1,560.00 each	7,800.00



Total Investment – ReVI AI Translation for 8 Channels	\$21,648.45
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Notes: 1. REVI-VLA20 - Revcord ReVI Virtual Logger Assistant Global License per Channel (20-49) are \$190.00 each. REVI-VLA50 - Revcord ReVI Virtual Logger Assistant Global License per Channel (50 and above) are \$142.50 each. The same Project Management and Remote Configuration/Training charges apply. 2. On-Site Services are available. Travel and per diem expenses will be quoted and charged for any on-site work.



Service Category #2: Artificial Intelligence (AI) Language Transcription for 9-1-1

Revcord’s AI Language Transcription is available under two models:

100% automated transcription of all calls, post-capture is a feature of ReVI. ReVI pricing is cumulative. Channels 8-19 are billed at the standard rate, with discounted pricing applied to higher tiers. The minimum order is 8 channels. Global Channel pricing requires ReVI to be enabled on all channels, while non-global channels may use ReVI optionally. ReVI can run on a non-Revcord, on-premise logger and will transcribe present/future calls but not past calls.

The following is sample pricing for ReVI AI Transcription for an 8 Channel Logger: Per Agency/Site discovery will be required prior to a formal quote/engagement.

QTY	ITEM	DESCRIPTION	INVESTMENT
1	MCM	Revcord MMS Logger (will be installed in parallel to on-stie logger for 911 audio capture and processing to the Revcord Virtual Logger Assistant)	\$1,643.50
8	REVV16/S-P	VoIP/RoIP Recording Permanent Software License per channel \$512.05 each: <ul style="list-style-type: none"> • 4 For Solacom Positions • 4 911 Channels (Text to 911) 	4,096.40
1	REVSOLACOMSMS	Solacom SMS Bundle Integration Permanent License (up to Four Positions)	4,745.25
8	REVI-VLA10(1)	Revcord ReVI Virtual Logger Assistant Global License per Channel (8-19) at \$285.00 each*	2,280.00
1	REVSYNC+	Annual Cloud Based Logging Service (non Revcord system -8 Channels)	483.36
1	NBS-PM	Project Management	600.00
5	NBS-Config/Training (2)	Remote Configuration or Training, per day at \$1,560.00 each	7,800.00
Total Investment – ReVI AI Transcription for 8 Channels			\$21,648.45



Notes: 1. REVI-VLA20 - Revcord ReVI Virtual Logger Assistant Global License per Channel (20-49) are \$190.00 each. REVI-VLA50 - Revcord ReVI Virtual Logger Assistant Global License per Channel (50 and above) are \$142.50 each. The same Project Management and Remote Configuration/Training charges apply. 2. On-Site Services are available. Travel and per diem expenses will be quoted and charged for any on-site work.



Service Category #3: Artificial Intelligence (AI) Quality Control for 9-1-1

Revcord’s AI Automated Quality is a feature within ReVI providing 100% call evaluation of 9-1-1 calls using a secure, closed AI model. Unlike sampling-based systems, ReVI applies real-time QA to every interaction using a dynamic, question-based evaluation engine. ReVI pricing is cumulative. Channels 8-19 are billed at the standard rate, with discounted pricing applied to higher tiers. The minimum order is 8 channels. Global Channel pricing requires ReVI to be enabled on all channels, while non-global channels may use ReVI optionally. ReVI can run on a non-Revcord, on-premise logger and will translate present/future calls but not past calls.

The following is sample pricing for ReVI AI Quality Control for an 8 Channel Logger: Per Agency/Site discovery will be required prior to a formal quote/engagement.

QTY	ITEM	DESCRIPTION	INVESTMENT
1	MCM	Revcord MMS Logger (will be installed in parallel to on-stie logger for 911 audio capture and processing to the Revcord Virtual Logger Assistant)	\$1,643.50
8	REVV16/S-P	VoIP/RoIP Recording Permanent Software License per channel \$512.05 each: <ul style="list-style-type: none"> • 4 For Solacom Positions • 4 911 Channels (Text to 911) 	4,096.40
1	REVSOLACOMSMS	Solacom SMS Bundle Integration Permanent License (up to Four Positions)	4,745.25
8	REVI-VLA10(1)	Revcord ReVI Virtual Logger Assistant Global License per Channel (8-19) at \$285.00 each*	2,280.00
1	REVSYNC+	Annual Cloud Based Logging Service (non Revcord system -8 Channels)	483.36
1	NBS-PM	Project Management	600.00
5	NBS-Config/Training (2)	Remote Configuration or Training, per day at \$1,560.00 each	7,800.00
Total Investment – ReVI AI Quality Control for 8 Channels			\$21,648.45



Notes: 1. REVI-VLA20 - Revcord ReVI Virtual Logger Assistant Global License per Channel (20-49) are \$190.00 each. REVI-VLA50 - Revcord ReVI Virtual Logger Assistant Global License per Channel (50 and above) are \$142.50 each. The same Project Management and Remote Configuration/Training charges apply. 2. On-Site Services are available. Travel and per diem expenses will be quoted and charged for any on-site work.



The following reflects an a-la-carte price list for Revcord MMS Loggers, Software, Additional Integrations and Services available as base, optional or add on features to the Revcord's AI-Powered Recording for Mission-Critical Operations:



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One Time Fees - Hardware And Services

Part Number	Description	NCTCOG	MSRP
Hardware - Logging			
MCS+	1U Rackmount Critical Server 1TB RAID5/Dual Power 1TB SSD, 32GB RAM	\$5,336.86	\$5,617.75
MCS	4U Rackmount Critical Server 1TB RAID5/Dual Power 1TB SSD, 32GB RAM	\$5,336.86	\$5,617.75
MCM	Solid State Mini Chassis (1TB SSD OS + 1TB SSD Data), 32GB RAM	\$1,643.50	\$1,730.00
REVA8	8 Channel Analog Card - Channel Licenses Not Included	\$1,772.70	\$1,866.00
REVA16	16 Channel Analog Card - Channel Licenses Not Included	\$2,127.05	\$2,239.00
REVA24	24 Channel Analog Card - Channel Licenses Not Included	\$2,481.40	\$2,612.00
REVD8	8 Channel Digital Card - Channel Licenses Not Included	\$1,772.70	\$1,866.00
REVD16	16 Channel Digital Card - Channel Licenses Not Included	\$2,127.05	\$2,239.00
REVD24	24 Channel Digital Card - Channel Licenses Not Included	\$2,481.40	\$2,612.00
REVG4	4 Channel: Analog To VoIP Gateway - Channel Licenses Not Included	\$851.20	\$896.00
REVG8	8 Channel: Analog To VoIP Gateway - Channel Licenses Not Included	\$1,772.70	\$1,866.00
REVG16	16 Channel: Analog To VoIP Gateway - Channel Licenses Not Included	\$2,127.05	\$2,239.00
REVG24	24 Channel: Analog To VoIP Gateway - Channel Licenses Not Included	\$2,481.40	\$2,612.00
REVT1	T1 23V/1D Digital Card - Channel Licenses Not Included	\$2,968.75	\$3,125.00
REVT2	T2 46V/2D Digital Card - Channel Licenses Not Included	\$4,512.50	\$4,750.00
REVHDD	HDD Upgrade - Cost Per TB (Minimum 3TB, Maximum 8TB)	\$113.05	\$119.00
REVUPS	Uninterruptible Power Supply	\$567.15	\$597.00
REVBLOCK - STD	Standard 66 Block	\$113.05	\$119.00
REVBLOCK - RJ11	RJ 11 66 Block	\$113.05	\$119.00
REVCABLE	Additional Breakout Cables (Note: One Breakout Cable Is Included Per Gateway)	\$118.75	\$125.00
REVSYSTRAY	Mounting Systems/System Trays	\$237.50	\$250.00
CCRH	Control Channel Receiver, Cable And Antenna (One Per Site)	\$1,356.60	\$1,428.00
USB3000P25	P25 Decoder - Single Channel	\$1,205.55	\$1,269.00
USB3003P25	P25 Decoder - Three Channel	\$2,127.05	\$2,239.00
USB3012P25	P25 Decoder - Twelve Channel	\$4,962.80	\$5,224.00
FREIGHT	Freight Charges	\$237.50	\$250.00
FREIGHT-MCM	Freight Charges - MCM	\$100.00	\$100.00
MISC	MISC/Special Order	\$0.00	\$0.00

Note: The MCS+ can only support up to 24 channels of analog or digital. MCM does not support digital. System requirements: 16GB RAM, 4 CPU, Windows Server 2019, 10 or 11 w/ TPM 2.0. REVSYSTRAY is not needed with the MCS/+.

Services - Logger Installation And Engineering

NBS-PM	Project Management - Per Agency/Per Engagement	\$570.00	\$600.00
NBS-CONFIG/TRAIN	NBS Remote Configuration or Training - per day	\$1,482.00	\$1,560.00
NBS-INSTALL	t	\$185.25	\$195.00
TRAVEL	Quoted and Billed at Actual Cost for each engagement	ACTUAL	TBD
Per Diem	Quoted and Billed at Actual Cost for each engagement	ACTUAL	TBD
REVRIF	Revshield Software Update/Reactivation, QA, and Onboarding Fee (Does Not Include Rev	\$1,895.25	\$1,995.00
REVERT	Data Conversion To Revcord Recording Format	\$760.00	\$800.00
REVTRAN	Software License Transfer Support	\$4,745.25	\$4,995.00

Note: You must be on RevShield to receive patches, upgrades, and hardware refreshes. After 5 years, RevShield has an additional 6% fee annually. Hardware can be refreshed at anytime with RevShield. There is no support for systems that do not have Windows 10 or above.



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Permanent Software License - Loggers

Part Number	Description	NCTCOG	MSRP
Software - On Premise Logging			
REVA2S-P	2 Channel: Permanent Software License - Analog	\$2,128.95	\$2,241.00
REVA4S-P	4 Channel: Permanent Software License - Analog	\$3,406.70	\$3,586.00
REVA8S-P	8 Channel: Permanent Software License - Analog	\$4,919.10	\$5,178.00
REVA16S-P	16 Channel: Permanent Software License - Analog	\$6,628.15	\$6,977.00
REVA24S-P	24 Channel: Permanent Software License - Analog	\$9,919.90	\$10,442.00
REVA32S-P	32 Channel: Permanent Software License - Analog	\$10,848.05	\$11,419.00
REVA40S-P	40 Channel: Permanent Software License - Analog	\$12,283.50	\$12,930.00
REVA48S-P	48 Channel: Permanent Software License - Analog	\$18,230.50	\$19,190.00
REVA56S-P	56 Channel: Permanent Software License - Analog	\$19,494.00	\$20,520.00
REVA64S-P	64 Channel: Permanent Software License - Analog	\$21,283.80	\$22,404.00
REV64+S-P	Over 64 Channels: Permanent Software License (Note: In 8 Channel Increments)	\$2,660.48	\$2,800.50
REVD2S-P	2 Channel: Permanent Software License - Digital	\$2,128.95	\$2,241.00
REVD4S-P	4 Channel: Permanent Software License - Digital	\$3,406.70	\$3,586.00
REVD8S-P	8 Channel: Permanent Software License - Digital	\$4,919.10	\$5,178.00
REVD16S-P	16 Channel: Permanent Software License - Digital	\$6,628.15	\$6,977.00
REVD24S-P	24 Channel: Permanent Software License - Digital	\$9,919.90	\$10,442.00
REVD32S-P	32 Channel: Permanent Software License - Digital	\$10,848.05	\$11,419.00
REVD40S-P	40 Channel: Permanent Software License - Digital	\$12,283.50	\$12,930.00
REVD48S-P	48 Channel: Permanent Software License - Digital	\$18,230.50	\$19,190.00
REVD56S-P	56 Channel: Permanent Software License - Digital	\$19,494.00	\$20,520.00
REVD64S-P	64 Channel: Permanent Software License - Digital	\$21,283.80	\$22,404.00
REVT1/S-P	T1 23V/1D: Hardware And Channel Permanent License - Digital	\$9,919.90	\$10,442.00
REVT2/S-P	T2 46V/2D: Hardware And Channel Permanent License - Digital	\$11,858.85	\$12,483.00
REVCELL-L-P	Mobile Recording Permanent Software License - Single Channel (Requires RevShield)	\$702.05	\$739.00
REVV16/S-P	VoIP/RoIP Recording Permanent Software License (5-16) - Per Channel	\$512.05	\$539.00
REVV48/S-P	VoIP/RoIP Recording Permanent Software License (17-48) - Per Channel	\$435.10	\$458.00
REVVPLUS/S-P	VoIP/RoIP Recording Permanent Software License (Over 48) - Per Channel	\$335.35	\$353.00

Pricing is cumulative for VoIP. The first set of licenses (e.g., 5-16 channels) is billed at the standard rate, while additional licenses in higher tiers are discounted and apply only to channels in those tiers. Minimum VoIP order on new orders is five channels. Local RevCell requires RevShield. For Digital systems, please call for a quote.

Software - Integrations and Microsoft Upgrades

REVSIPREC-P	Interface Permanent License - SIPREC/SIP/i3 Integration (No VoIP Channels)	\$3,082.75	\$3,245.00
REVCISCOBIB-P	Interface Permanent License - Cisco Built in Bridge Integration	\$3,082.75	\$3,245.00
REVSMS-P	Interface Permanent License - Text To 911 Non i3 Compliant (No VoIP Channels)	\$3,082.75	\$3,245.00
REVINT-P	Interface Permanent License - PBX Data CDR/SMDR Integration	\$3,082.75	\$3,245.00
REVTEAMS-P	Interface Permanent License- Microsoft Teams (VoIP Licenses Required And RevSync)	\$4,745.25	\$4,995.00
REVWEBEX-P	Interface Permanent License- WebEx Phone (VoIP Licenses Required)	\$4,745.25	\$4,995.00
REVZOOM-P	Interface Permanent License- Zoom (VoIP Licenses Required)	\$4,745.25	\$4,995.00
REVSOS-P	Interface Permanent License - Rapid SOS Integration	\$3,082.75	\$3,245.00
REVLDP-P	Interface Permanent License- LDAP/Active Directory Integration	\$3,082.75	\$3,245.00
REVVIPER-P	Interface Permanent License/Configuration - Intrado Viper	\$1,895.25	\$1,995.00
REVVESTA-P	Interface Permanent License/Configuration - Motorola Vesta	\$1,895.25	\$1,995.00
REVSOLACOM-P	Interface Permanent License/Configuration - Solacom Guardian	\$1,895.25	\$1,995.00
REVVIPERSMS-P	Interface SMS Bundle Permanent License - Intrado Viper	\$4,745.25	\$4,995.00
REVVESTASMS-P	Interface SMS Bundle Permanent License - Motorola Vesta	\$4,745.25	\$4,995.00
REVSOLACOMSMS-P	Interface SMS Bundle Permanent License - Solacom Guardian	\$4,745.25	\$4,995.00
REVANALI-P	Interface Permanent License - ANI/ALI Integration (Must Be NENA Compliant)	\$1,541.85	\$1,623.00
REVCAD-P	Interface Permanent License - CAD Integration	\$1,541.85	\$1,623.00
REVAPI-P	Interface Permanent License - API System Integration (Radio, 911 Systems, Text, CAD)	\$4,745.25	\$4,995.00
REVQA-P	Interface Permanent License - QA Recording Module (Included With ReVI)	\$3,082.75	\$3,245.00
REVAGENT-P	Interface Permanent License - Screen Recording Up To Four Stations)	\$3,082.75	\$3,245.00
REVAGENTPLUS-P	Interface Permanent License - Screen Recording Additional Station	\$963.30	\$1,014.00
REVWATCH-P	RevWatch Permanent License On A Local Network (Includes Installation)	\$4,745.25	\$4,995.00
SQLSVR-P	Upgrade From SQL Express To Full SQL 2019 - Permanent License	\$945.25	\$995.00

Note: Full SQL required on 24 channel systems and above. CAD and ANI ALI not compliant with NENA standards can incur additional configuration fees. REVQA is inclu

Software - Radio Solutions

REVAIS-P	AIS Motorola License Fee (Payment Required Up Front)	\$54,000.00	\$54,000.00
REVAISUP-P	AIS Motorola License Fee For An AIS Upgrade	\$9,000.00	\$9,000.00
REVDUALAIS-P	AIS Redundant Connection	\$3,082.75	\$3,245.00
REVTRUNK-P	Interface For Wireline Trunked Radio To Motorola, Harris, TAIT	\$9,248.25	\$9,735.00
REVCON-P	Interface License For Avtec, Telex, Orion, Mindshare, Ericson, Zetron	\$3,082.75	\$3,245.00
REVOTA-P	Over The Air Trunked Radio Integration (With 10 Talk Groups)	\$7,398.60	\$7,788.00
CHANFREQ-P	Over The Air Trunk Recording License For Frequency Recording	\$1,233.10	\$1,298.00
CHANTALK-P	Talk Path Recording License (One Per Talk Path)	\$172.90	\$182.00

Note: Over The Air supported systems - All P25 Systems, Motorola 3600, EF Johnson LTR, and Harris EDACS. BOSSID/BOSSCON required. CHANFREQ Phase I only. All console



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integrations require VoIP channels. Talk path licenses are only available on trunking systems.



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Subscription SaaS Annual Software Licenses (Includes RevShield)

Part Number	Description	NCTCOG	MSRP
Software - On Prem Logging			
REVA2S-S	2 Channel: SaaS Software License - Analog	\$608.27	\$640.29
REVA4S-S	4 Channel: SaaS Software License - Analog	\$973.34	\$1,024.57
REVA8S-S	8 Channel: SaaS Software License - Analog	\$1,405.46	\$1,479.43
REVA16S-S	16 Channel: SaaS Software License - Analog	\$1,893.76	\$1,993.43
REVA24S-S	24 Channel: SaaS Software License - Analog	\$2,834.26	\$2,983.43
REVA32S-S	32 Channel: SaaS Software License - Analog	\$3,099.44	\$3,262.57
REVA40S-S	40 Channel: SaaS Software License - Analog	\$3,509.57	\$3,694.29
REVA48S-S	48 Channel: SaaS Software License - Analog	\$5,208.71	\$5,482.86
REVA56S-S	56 Channel: SaaS Software License - Analog	\$5,569.71	\$5,862.86
REVA64S-S	64 Channel: SaaS Software License - Analog	\$6,081.09	\$6,401.14
REV64+S-S	Over 64 Channels: SaaS Software License (Note: In 8 Channel Increments)	\$760.14	\$800.14
REVD5S-S	2 Channel: SaaS Software License - Digital	\$608.27	\$640.29
REVD4S-S	4 Channel: SaaS Software License - Digital	\$973.34	\$1,024.57
REVD8S-S	8 Channel: SaaS Software License - Digital	\$1,405.46	\$1,479.43
REVD16S-S	16 Channel: SaaS Software License - Digital	\$1,893.76	\$1,993.43
REVD24S-S	24 Channel: SaaS Software License - Digital	\$2,834.26	\$2,983.43
REVD32S-S	32 Channel: SaaS Software License - Digital	\$3,099.44	\$3,262.57
REVD40S-S	40 Channel: SaaS Software License - Digital	\$3,509.57	\$3,694.29
REVD48S-S	48 Channel: SaaS Software License - Digital	\$5,208.71	\$5,482.86
REVD56S-S	56 Channel: SaaS Software License - Digital	\$5,569.71	\$5,862.86
REVD64S-S	64 Channel: SaaS Software License - Digital	\$6,081.09	\$6,401.14
REVT1/S-S	T1 23V/1D: Hardware And Channel Permanent License - Digital	\$2,834.26	\$2,983.43
REVT2/S-S	T2 46V/2D: Hardware And Channel Permanent License - Digital	\$3,388.24	\$3,566.57
REVCELL-L-S	Mobile Recording SaaS Software License - Single Channel (Requires RevShield)	\$200.59	\$211.14
REVV16/S-S	VoIP/RoIP Recording SaaS Software License (Channels 5-16) - Per Channel	\$146.30	\$154.00
REVV48/S-S	VoIP/RoIP Recording SaaS Software License (Channels 17-48) - Per Channel	\$124.31	\$130.86
REVVPLUS/S-S	VoIP/RoIP Recording SaaS Software License (Channels Over 48) - Per Channel	\$95.81	\$100.86
<small>Pricing is cumulative for VoIP. The first set of licenses (e.g., 5-16 channels) is billed at the standard rate, while additional licenses in higher tiers are discounted and apply only to channels in those tiers. Minimum VoIP order on new orders is five channels. Call for a quote for Digital Systems.</small>			
Software - Cloud Based Logging			
REVCELL-C	Annual Mobile Recording License - Single Channel To Cloud	\$223.25	\$235.00
REVCELL-TR	Mobile Phone Recording License Local or Cloud 30-Day Trial	\$0.00	\$0.00
REVI-VLA10	ReVI Virtual Logger Assistant Global License Per Channel (8-19)	\$285.00	\$300.00
REVI-VLA20	ReVI Virtual Logger Assistant Global License Per Channel (20-49)	\$190.00	\$200.00
REVI-VLA50	ReVI Virtual Logger Assistant Global License Per Channel (50 and above)	\$142.50	\$150.00
REVI-CUSTOM	ReVI Virtual Logger Assistant Custom Non-Global License Per Channel	\$1,425.00	\$1,500.00
REVI-VLATR	ReVI Virtual Logger Assistant Technology (VLA) - 30-Day Trial	\$0.00	\$0.00
REVIEW	Annual Live Video/Audio View With Feed Sharing - Five Concurrent	\$945.25	\$995.00
REVIEW+	Annual Live Video And Audio View With Feed Sharing Per Console	\$470.25	\$495.00
REVIEWTR	Live Video/Audio With Feed Sharing Up To 5 Consoles - 30-Day Trial	\$0.00	\$0.00
REVSCRIBE	Pay-by-the-Minute Transcription Service for Uploaded Records (Per minute, billed	\$0.48	\$0.50
<small>ReVI pricing is cumulative: 8-19 channels at the standard rate, higher tiers discounted. Minimum order: 8 channels. Global channels require all channels to use ReVI. Non-global channels are optional. RevSync is required for Legacy Calls and recommended for all systems. RevView requires camera/microphone for PC setup.</small>			
Software - Integrations and Microsoft Upgrades			
REVSIPREC-S	Interface SaaS License - SIPREC/SIP/i3 Integration (No VoIP Channels)	\$880.79	\$927.14
REVSMS-S	Interface SaaS License - Text To 911 Non i3 Compliant (No VoIP Channels)	\$880.79	\$927.14
REVSMS-S	Interface SaaS License - Text To 911 Non i3 Compliant (No VoIP Channels)	\$880.79	\$927.14
REVINT-S	Interface SaaS License - PBX Data CDR/SMDR Integration	\$880.79	\$927.14
REVTEAMS-S	Interface SaaS License- Microsoft Teams (VoIP Licenses Required And RevSync)	\$1,355.79	\$1,427.14
REVWEBEX-S	Interface SaaS License- WebEx Phone (VoIP Licenses Required)	\$1,355.79	\$1,427.14
REVZOOM-S	Interface SaaS License- Zoom (VoIP Licenses Required)	\$1,355.79	\$1,427.14
REVSOS-S	Interface SaaS License - Rapid SOS Integration	\$880.79	\$927.14
REVLDP-S	Interface SaaS License- LDAP/Active Directory Integration	\$880.79	\$927.14
REVVIPER-S	Interface SaaS License/Configuration - Intrado Viper	\$541.50	\$570.00
REVVESTA-S	Interface SaaS License/Configuration - Motorola Vesta	\$541.50	\$570.00
REVSOLACOM-S	Interface SaaS License/Configuration - Solacom Guardian	\$541.50	\$570.00
REVVIPERSMS-S	Interface SMS Bundle SaaS License - Intrado Viper	\$1,355.79	\$1,427.14
REVVESTASMS-S	Interface SMS Bundle SaaS License - Motorola Vesta	\$1,355.79	\$1,427.14
REVSOLACOMSMS-S	Interface SMS Bundle SaaS License - Solacom Guardian	\$1,355.79	\$1,427.14
REVANIALI-S	Interface SaaS License - ANI/ALI Integration (Must Be NENA Compliant)	\$440.53	\$463.71
REVCAD-S	Interface SaaS License - CAD Integration	\$440.53	\$463.71
REVAPI-S	Interface SaaS License - API System Integration (Radio, 911 Systems, Text, CAD)	\$1,355.79	\$1,427.14
REVQA-S	Interface SaaS License - QA Recording Module (Included With ReVI)	\$880.79	\$927.14
REVAGENT-S	Interface SaaS License - Screen Recording Up To Four Stations	\$880.79	\$927.14



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REVAGENTPLUS-S	Interface SaaS License - Screen Recording Additional Station	\$275.23	\$289.71
REWATCH-S	RevWatch SaaS License On A Local Network (Includes Installation)	\$1,355.79	\$1,427.14
SQLSVR-S	Upgrade From SQL Express To Full SQL 2019 - SaaS License	\$270.07	\$284.29
<small>Note: Full SQL required on 24 channel systems and above. CAD and ANI ALI not compliant with NENA standards can incur additional configuration fees.</small>			



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Software - Radio Solutions

REVDUALAIS-S	AIS Redundant Connection	\$880.79	\$927.14
REVTRUNK-S	Interface For Wireline Trunked Radio To Motorola, Harris, TAIT	\$2,642.36	\$2,781.43
REVCN-S	Interface License For Avtec, Telex, Orion, Mindshare, Ericson, Zetron	\$880.79	\$927.14
REVOTA-S	Over The Air Trunked Radio Integration (With 10 Talk Groups)	\$2,113.89	\$2,225.14
CHANFREQ-S	Over The Air Trunk Recording License For Frequency Recording	\$352.31	\$370.86
CHANTALK-S	Talk Path Recording License (One Per Talk Path)	\$49.40	\$52.00

Note: Over the Air supported systems - All P25 Systems, Motorola 3600, EF Johnson LTR, and Harris EDACS. BOSSID/BOSSCON required. CHANFREQ Phase I only. All console integrations require VoIP channels. Talk path licenses are only available on trunking systems.

Subscription Annual Service And Maintenance Licenses

Part Number	Description	NCTCOG	MSRP
Services And Maintenance- Logging			
REVSYNC	Annual Cloud-based Logging Service With Offline Redundancy - Revcord Systems	8%	8%
REVSYNC+	Annual Cloud-based Logging Service With Offline Redundancy - Non-Revcore Systems	8%	8%
REVSYNCTR	Cloud-based Logging Service With Offline Redundancy - 30-Day Trial	0%	0%
REVSTREAM	Annual Fully Redundant Upgrade With RevSwitch Failover Software	16%	16%
REVSTT	Fulltime Speech To Text Conversation And Software Features	7.5%	15%
REVSTORE	RevSync And RevCell Annual Storage Upcharge Percentage Of MSRP	4%	4%
NBS-ANNUAL MAINTENANCE	RevShield 24/7 Help Desk/Remote Monitoring/Upgrades - Annual	14%	14%

RevSync includes five years of redundant cloud backup storage. RevStream provides all necessary hardware and software for a fully redundant managed system, excluding AIS radio failover software. Video storage is not included. A 10% discount applies to both ReVI and RevSync (or RevSync+) when purchased together.

**APPENDIX A.2
Service Area Designation Forms**

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:		Northland and Companies	
Notes:		<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <p>Will service all fifty (50) states <input checked="" type="checkbox"/> Will not service fifty (50) states <input type="checkbox"/></p> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>	
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
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