

TXShare

Your Public Sector Solutions Center

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

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

Polimorphic, Inc. ("Contractor")
122 W 26th Street, Suite 1104
New York, NY 10001

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-018.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on May 31, 2027 (the “**Term**”), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three (3) additional one (1) year terms through May 31, 2030.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties. Contractor represents and warrants that:

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

Polimorphic, Inc

Attn: Parth Shah

122 W 26th Street, Suite 1104

New York, NY 10001

Phone: 949-375-2015

Email: parth@polimorphic.com

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

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

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

ARTICLE X ADDITIONAL REQUIREMENTS

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

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

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

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 **Boycotting of Certain Energy Companies**

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

10.22 **Domestic Preference for Procurements**


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

10.23 **Trafficking in Persons**

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

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

Polimorphic, Inc

	06/25/2025
Signature	Date

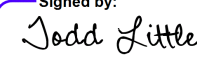
Parth Shah

Printed Name

CEO & Co-Founder

Title

North Central Texas Council of Governments

Signed by:	
	7/11/2025
349D83294E7948E...	
Signature	Date
Todd Little	
Executive Director	

APPENDIX A

Statement of Work

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

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

The Contractor shall ensure that all AI solutions meet the following technical specifications:

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

The Contractor must implement the following data governance practices:

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

The Contractor shall maintain strong cybersecurity practices throughout the contract period:

 - a. Threat Detection & Response: Deploy AI-based threat detection tools. Define incident response plans and test them regularly.
 - b. Encryption: Utilize end-to-end encryption (AES-256, RSA-2048, etc.) for both data in transit and at rest.

- c. Vulnerability Management: Perform regular security assessments and penetration testing. Patch vulnerabilities promptly.
- d. Security Governance Framework: Establish and follow a documented governance model with defined policies, controls, and responsibilities.
- e. Risk Management: Identify risks, establish mitigation strategies, maintain a disaster recovery plan, and conduct root-cause analysis following incidents.
- f. Training & Awareness: Provide regular cybersecurity training to all relevant agency staff. Training must address both technical procedures and general awareness.

Technical Proposal

Introduction

Polimorphic provides best-in-class products and services by harnessing technological breakthroughs and re-defining their purpose for the needs of Local Government, while also understanding the parameters and guidelines in which municipalities operate. The result is a product suite that provides near-immediate return on investment without causing disruptive and long implementations, or arduous learning curves for end users on staff.

Our core product, the Polimorphic CRM, is an intelligent communications solution with workflow management and constituent engagement features designed specifically for municipalities. Polimorphic saves staff time and improves outcomes while increasing transparency and building trust with the public.

Polimorphic's other product is our AI functionality. Powered by GPT 3.5, Polimorphic increases accuracy and efficiency of search results thus reducing inbound calls to staff, finding concise answers across thousands of rows of codes and ordinances, and enabling a seamless Q&A experience for constituents & staff alike. In an era where ethical and responsible deployment of artificial intelligence is paramount, Polimorphic aligns with guidelines put forth by cities such as San Jose, offering an approach that not only ensures the safety and security of government AI systems, but also promotes transparency and accountability while delivering public services.

Both these products work in synergy to provide the best experience for constituents, but not at the expense of additional work for staff. Polimorphic's systems augment staff ability to make certain that processes are done right every time, while reducing administrative load and number of menial tasks to be done, resulting in an enhancement of the NCTCOG's ability to serve its constituents.

Polimorphic CRM - Overview

"We could not be more pleased with [Polimorphic's] customer service and their expertise in helping us with process improvement."

-Justin Amos, Gaston County NC

Polimorphic's CRM is flexible enough to work across almost any use case in any department but is still rigid enough to ensure quality assurance. It has a light enough footprint that it can be ready within minutes without a complex implementation & set up period, while still being configurable to existing processes so as not to cause disruption by reinventing how "things have always been done".

In short, Polimorphic users can create "processes" within the tool that captures all the steps taken for every service request type that comes in. After completion, Polimorphic will return an embed code (I-frame) that can be copy-pasted onto NCTCOG's website.

As the Constituent fills out the process, they will receive an email that allows them to track the ticket through to completion, creating greater transparency into a function that once would have kept them in the dark until they called in.

Staff can also input requests into the system ad hoc on behalf of constituents (such as walk-ins, call-ins, emails to councilmembers, etc.) - ensuring one single source of record keeping for every interaction that constituents have with NCTCOG.

Finally, Polimorphic is capturing data on all these interactions for NCTCOG, so appropriate City Staff can understand where bottlenecks or issues are occurring, as well as have hard numbers to utilize for process improvement or resource allocation, among other use cases.

Polimorphic CRM - Processes

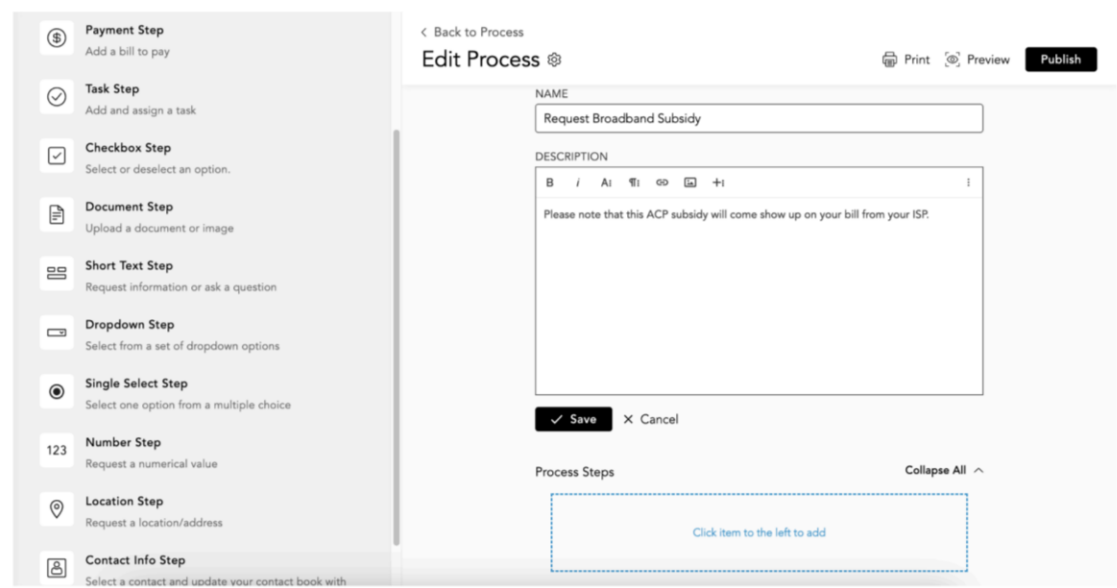


The American City is one of the world’s most complex organizations, its commitments not to a monarch or an aristocracy, but to the residents and businesses that make the fabric of their communities. The services that cities provide are regulated, varied, and always growing - balancing many different tasks and needs from their constituents, while still acting as a source of truth across society.

The processes behind providing these services, however, sometimes require intense manual effort, even among things that may seem simple. For example, turning on subsidized broadband access to a low-income household may require several steps, such as a resident providing documentation that proves eligibility and residency, city staff validating that information, and then working with Internet Providers to ensure that the subsidy has been applied correctly. Other more complex services require several additional steps or input from other parties, leading to things getting lost in the shuffle, steps being missed or done incorrectly, constant back and forth across multiple departments, and ultimately a frustrating experience for constituents and staff.

Polimorphic empowers cities to digitize and streamline all processes in a matter that is easy to understand and infinitely scalable. The first step is to create a process, where users can decide if they want to make the process open to the public, or if it’s something they want only staff to fill out (i.e. an internal function such as requesting vacation days).

Once users start a process, they can then add steps for both constituents and staff to complete. These can include anything from collecting a payment to gathering location-based data, and more.



Let’s say the first step we want is to collect the applicant's name, contact information, location, and the name of their Internet Service Provider (ISP).

The only other thing we need from our constituents is some documentation to verify eligibility for this program. We can add a document upload module that will allow them to upload a file (document or image) when they fill out the form.

Contact

CONTACT INFORMATION

☒ Applicant contact info

Require applicant to fill out information only on their behalf

☐ Any contact info

Allow applicant to attach either their contact or someone else's.

INFORMATION TO REQUEST

Contact Address

☒ Show ☐ Require

Contact Date of Birth

☐ Show

Contact Email

☒ Show ☐ Require ☐ Verify

Contact Name

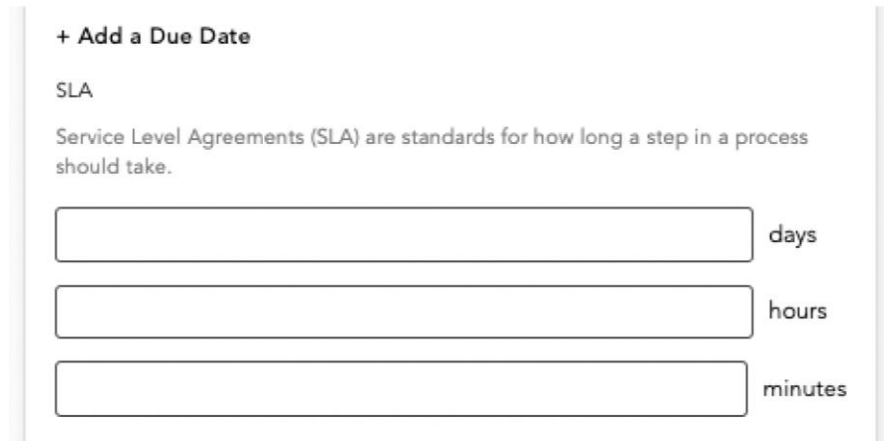
☒ Show ☐ Require

Contact Phone

☒ Show ☐ Require

Next, we want our staff member who handles ACP cases, Nav, to verify this information. We'll set this step to Internal Only, so only a permitted NCTCOG staff member can verify the information, and we'll assign the case to Nav.

We can also add a due date or a Service Level Agreement (SLA), which serves multiple purposes. We can communicate SLAs to constituents, so they know how long certain steps take, or we can use them internally to measure staff performance. SLAs are benchmarks to see if things are getting bottlenecked or taking longer than anticipated (more information in the Analytics section).

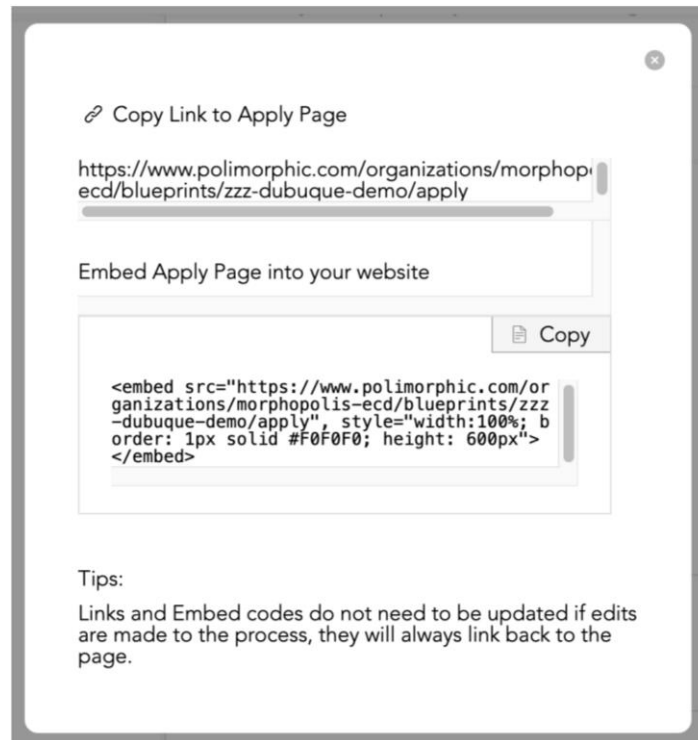


The screenshot shows a form titled "+ Add a Due Date". Below the title is the label "SLA" and a descriptive text: "Service Level Agreements (SLA) are standards for how long a step in a process should take." There are three input fields, each with a unit label to its right: "days", "hours", and "minutes".

Unit
days
hours
minutes

The last step in the process is to reach out to the internet provider denoted by the constituent and let them know that the constituent is eligible. We can make this a simple task for Nav to check off.

And voila! Within minutes we've created a repeatable process for Constituents to apply for ACP & Broadband Subsidies, while ensuring that we are always collecting what information we need by walking both the applicant and staff through all the steps. The last step to go live is a simple copy and paste of an I-Frame onto your website.



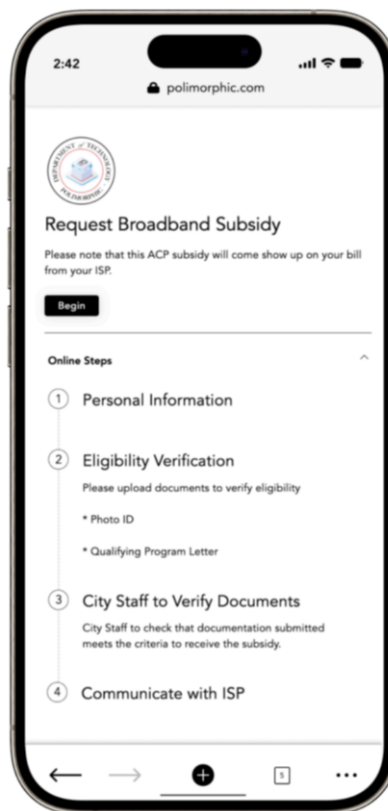
Now that we've made the process - let's understand what the Constituent Experience will be like.

Polimorphic CRM - Constituent Experience

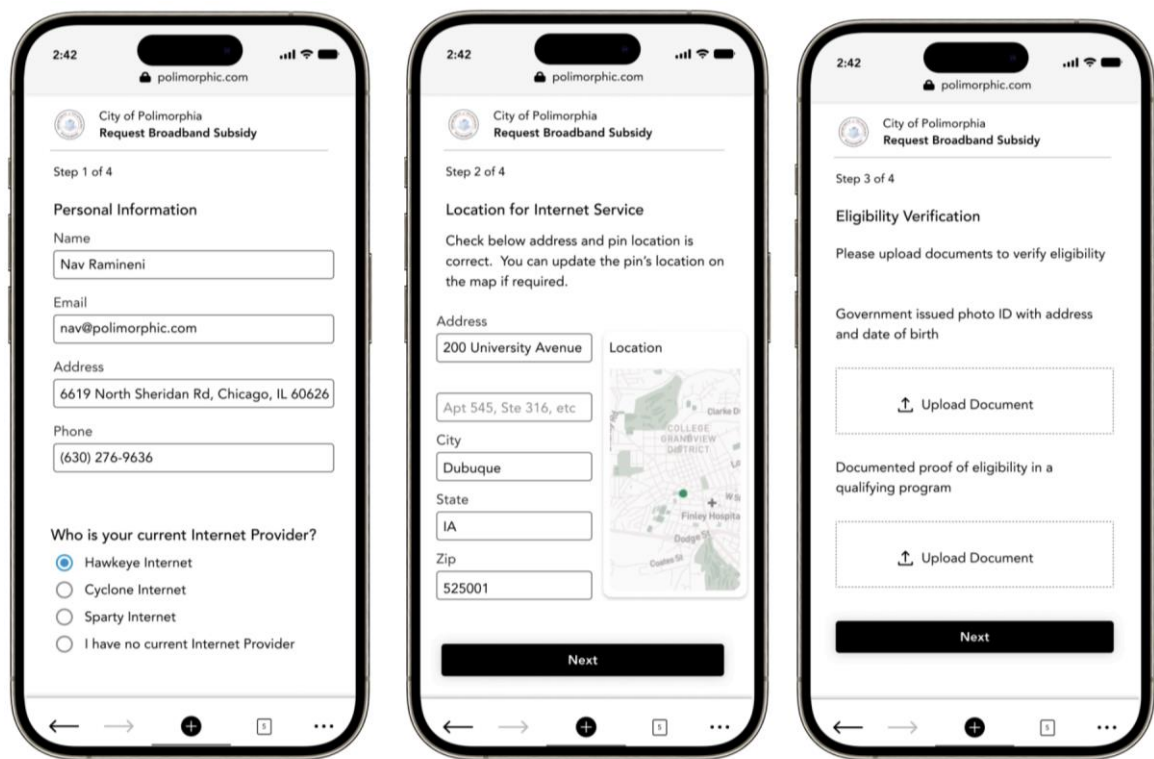
For decades, constituents have often had a perception of inefficiency with their municipality - bolstered by a lack of transparency into all the work that goes into what seems like a simple request. Historically, if a constituent hasn't heard back on their request, they may try calling in - however, if they get a front-line staff member different than the one processing their casework, they may not get a clear answer. This leads to frustrated constituents as well as overloaded staff who spend hours calling different departments looking for a status update in addition to juggling their normal workload.

Polimorphic solves this by adding additional transparency into the process, so constituents know what steps might be happening behind the scenes, and where their request is on its path to resolution.

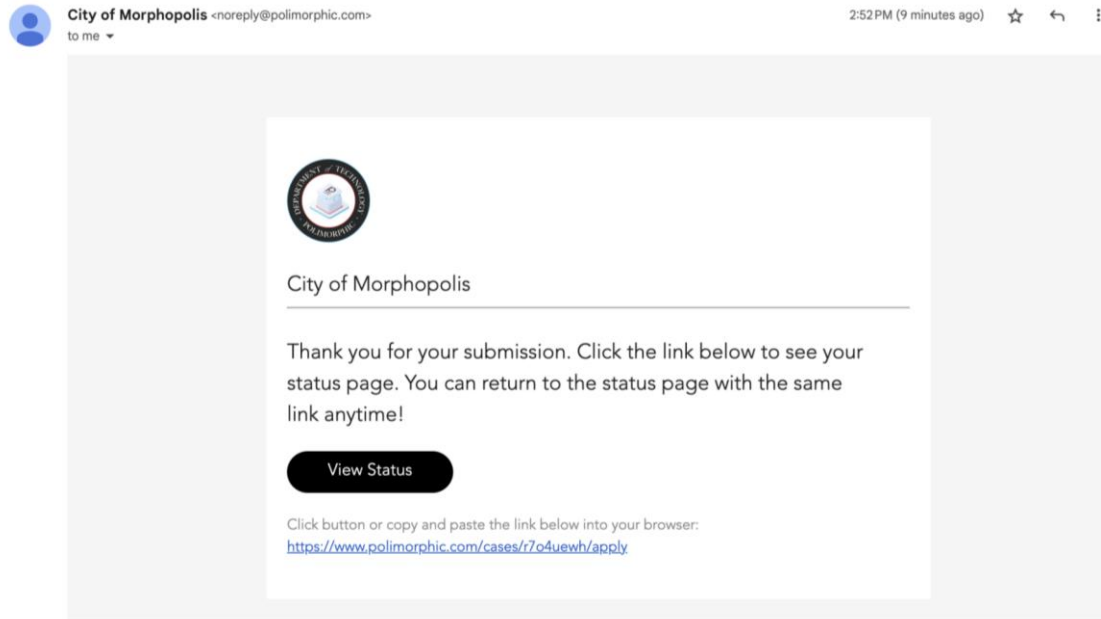
Let's use our example of a constituent looking to request a broadband subsidy. Before they begin the process, they see a list of all the steps they will go through, whether they access the page via website or mobile phone.



Once the constituent hits begin, they'll start filling out the information we requested from them when building the process, including uploading verification documents. It's worth noting here that the service delivery location can be different from the applicant's home residence information, as pictured below.



Once the constituent submits all their information and this ticket moves on to our internal process, they will reach a page that notifies them as so. They will also receive an email from the NCTCOG with a tracking link where they can view the status of their request at any time, day or night. Constituents receive automated message updates on the status of their case as email notifications when the process reaches important steps.



If an applicant leaves the page while filling out their information and comes back later, Polimorphic saves their progress, meaning that they can pick up wherever they left off, or start a new application.

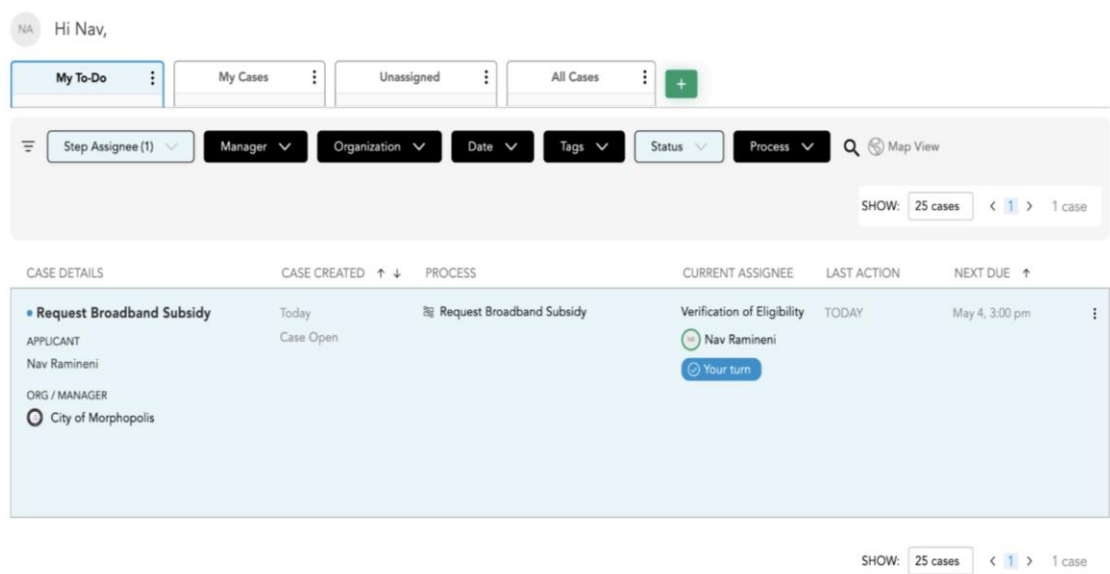
Next, let's look at what this looks like for City Staff.

Polimorphic CRM - Staff Experience

Municipal staff work extremely hard to turn around casework, but these tasks can be either time-consuming, complex, cross-departmental, or all the above. Historically, Staff have either managed their massive to-do lists mentally or used a system of post it notes and checklists which may work OK for some but can lead to things getting lost in the shuffle for others. Some early CRM systems or excel files digitized to-do lists but still requires cases and next steps to be updated by hand, creating more administrative work for staff. Some front-line staff report spending over 40% of each day updating case notes - that’s 2 out of 5 days a week on paperwork!

Polimorphic solves for this by reducing the administrative burden on caseworkers. The customizable dashboard and filters allow staff to view cases by department, service request category, assignee, date, and by searching for an input collected on the form. It will notify staff members when they have steps that need to be taken on every case, as well as provide a centralized repository of historical knowledge and record keeping that does not require any elbow grease to update. This frees up invaluable time for staff that they can then use to continue to serve their communities.

The first thing that staff see when they open the Polimorphic website is their “My To-Do” page, which surfaces action items for them. Here, we can see that Nav’s next step is to verify the documents that the applicant sent in.



On this page - Nav can review all documents that the applicant sent in, re-assign the case to a supervisor, tag the case, add notes for colleagues, and more. Once Nav reviews the documents, he can then verify the case as eligible. If ineligible - Nav can email the constituent asking for clarification, or close out the case:

Request Broadband Subsidy

Case Feed Request Broadband Subsidy

Completed by Nav Ramineni

No due date Add

Step 3 of 4 in Request Broadband Subsidy : City Staff to Verify Documents

City Staff to Verify Documents

City Staff to check that documentation submitted meets the criteria to receive the subsidy.

Verified Eligible?

Yes

No

Submit Save

Assigned to Me

Log Send Email Create Task Copilot

Open Related Case Close Case

Print case feed

Case Summary CASE #pklovr

ORGANIZATION

City of Morphopolis

CASE MANAGER

Select Assignee

CASE OPENED

Today

CASE LOCATION

Ac

TAGS

No tags.

Ac

PROCESSES AND TASKS

Request Broadband Subsidy

2 /

See Details

Case Members

MEMBERS

Nav Ramineni

Add Member

CASE REQUESTER

Send case link to requester.

Nav Ramineni

Finally, once he finishes speaking to the ISP, he can mark this task as complete and remove it from his To-Do list.

No due date [Add](#)

Step 4 of 4 in Request Broadband Subsidy : Communicate with ISP ^

Communicate with ISP

Confirmed with Provider

Please check this box once receiving confirmation from ISP

Mark as Complete

Submit

Save

Assigned to Me.

It’s that easy!

Within the staff experience, users can also check in on constituents and in one place see all data, contact information, tags, notes, interactions and open cases associated with that Constituent all in one place, ensuring that all these interactions are being tracked in an accessible place.

George Washington

Email

parth+demo@polimorphic.com

Primary

Address

75 Bayard Street, New Brunswick, NJ 08901

Phone

(949) 375-2015

Contact Tags

Founder

Edit

Additional Data

Business: Farmer

Edit

Notes

No notes.

add note

Cases

Interactions

Filter

Cases

List of all cases with this contact.

CASE DETAILS	CASE CREATED	PROCESS	CURRENT ASSIGNEE	LAST ACTION	NEXT DUE
<div>Short-Term Rental Application</div> <div>APPLICANT</div> <div>George Washington</div> <div>ORG / MANAGER</div>	Jun 9, 2023	Case Open		343 DAYS AGO	

For constituents who still prefer calling, emailing, or walking in, staff can quickly and easily start a process on behalf of a constituent, ensuring a responsive and seamless experience for both the constituent and city staff, as well as a single source of truth.

Start a Case

This case will be visible to and editable by this organization.

Department of Public Safety

Add Process

Case Details *

Assign

Location

Open Case

Applicant / Constituent

Case Subject

What type of interaction are you logging?

Email

Call

In Person

Note

Case Notes

B / A | [Icons]

Type something

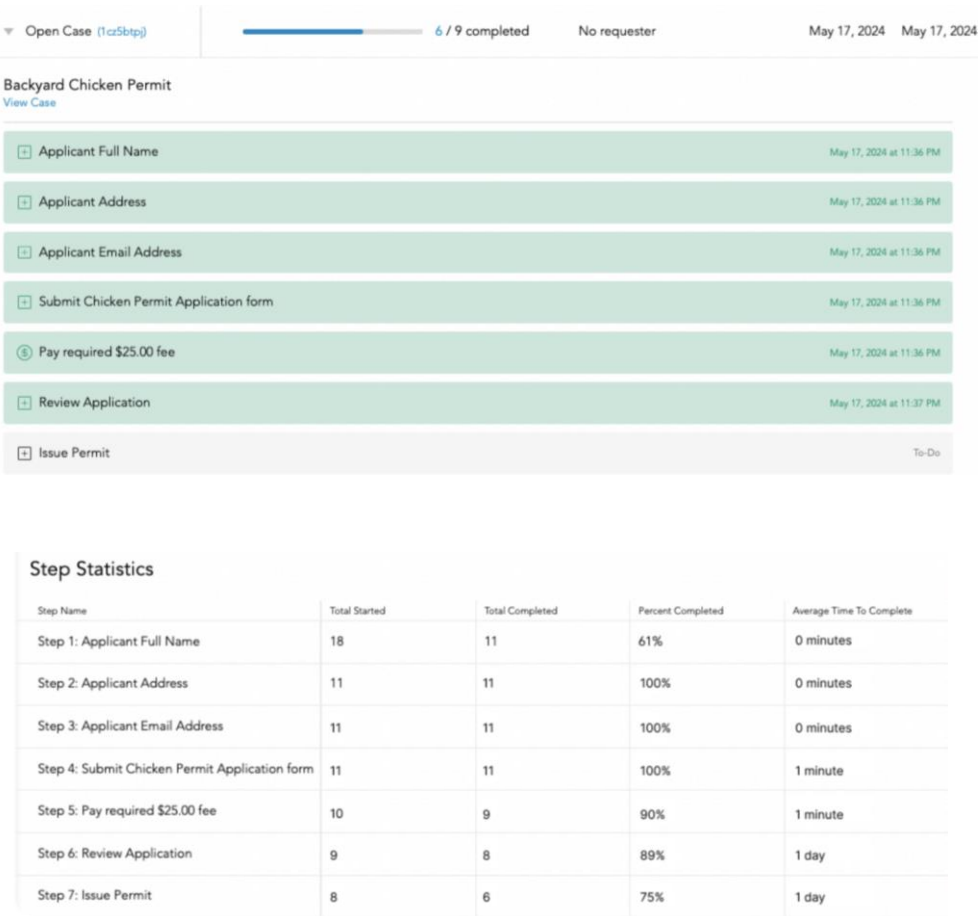
Polimorphic’s usefulness isn’t limited to just end users however - next we’ll explore Polimorphic’s Analytics and Reporting Capabilities.

Polimorphic CRM - Analytics


One of the largest shifts of the early 21st century is the explosion of data-driven decision making. Although feedback has been used since the dawn of time to resolve issues and guide inspiration, until recently it was hard to know if feedback given was anecdotal, or one that had a broader effect, as sample sizes were always skewed to just the subset of respondents that gave data - leading to the vocal minority having their way.

Polimorphic empowers municipal leaders to utilize not just constituent feedback, but data from all sources. By analyzing data, we can understand where kinks lie in processes and workflows, as well as all-encompassing analytics of staff performance, return on investment of certain programs (including this one), payment ingestion, and more.

Polimorphic enables users to view individual cases on their way to resolution. This makes it easy to understand where constituents or staff are getting stuck in the process; a starting point for administrators to work on removing hurdles that prevent cases from progressing to completion.



This information can be taken a step further and measured against SLA benchmarks, or compared against other time periods to understand how staff are tracking against goals, as well as identify any bottlenecks that may be slowing the process down.

Average Time To Complete
1 day, 2 hours, 17 minutes
Compared to Last Month
 103% Slower

When dealing with large amounts of data, it can be hard to know where to start measuring. Polimorphic also provides shortcuts for leadership that may not have the time to number crunch themselves through AI generated reporting, which distills complex information into an easily understandable summary, as well as recommendations to improve operational efficiency.

 City of Morphopolis

 Print

Report: Backyard Chicken Permit

****Backyard Chicken Permit Process Report****

- Total Requests Started: 90
- Total Requests Completed: 3
- Completion Rate: 3.3%
- Average Processing Time: XX days

****Key Points:****

- The Backyard Chicken Permit process has seen a low completion rate. It may be worth investigating reasons behind this to improve efficiency.
- Consider streamlining the process to reduce the processing time and improve the overall user experience.
- Ensure proper communication and guidance to applicants to increase successful completion rates.

Please let me know if you need any additional information or assistance.

Zooming out - Polimorphic provides deep and robust analytics on all constituent interactions or staff performance, ranging from simple stratifications between lead source and time to resolution, all the way to a breakdown of what tagged demographics are requesting certain services.

Additional reporting can also be provided on payments.

Polimorphic CRM - Payment Processing

Included within Polimorphic is a payment module that can be inserted into a process or used to collect payment ad hoc.

Within a process, users only need to select the payment option from the right-hand list. From there, they can set up an AR Code, a distribution code, as well as add “Fixed” or “Calculated Charges”. Fixed chargers refer to a standardized charge applied to every transaction (for example, a \$2 service fee), whereas calculated charges can be defined by options selected by the customer. For example - if NCTCOG charges different amounts for an event permit at Park A vs. Park B, the calculated charge will differ based on both the option, and the quantity, that the customer chooses.

Account Receivable (AR) Code

Distribution Code

ASSIGNED TO

Assign Case Creator

Assign Individual

Assign Contact Step

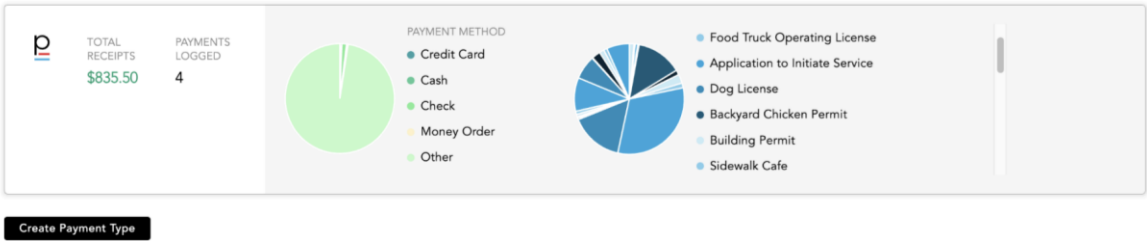
\$25.00

+ Add Fixed Charge

+ Add Calculated Charge

Save Edits

These payments can be sent out to constituents ad hoc by staff as well, and NCTCOG can collect electronic payments via ACH or Credit Card. In person & paper payments can be recorded to the account or waived by staff when appropriate as well. All credit card charges are paid by the constituent.



Polimorphic can also output this information into the client’s choice of financial software with the standard output being in CSV unless there’s a preferred format by the customer.

AI Search - Overview

"In the footsteps of past advancements that have propelled cities forward, Prospect Park is embracing the future while ensuring safety and reliability by maintaining 100% control over the content of our search."

-Mayor Mohamed T. Khairullah
Prospect Park, New Jersey

Local Governments often rely on websites to be the source of truth about their municipality, as websites are full of information, hyperlinks, pages of codes and ordinances, press releases, city council meetings, and so much more. Cities spend thousands of dollars and countless staff hours every year just to manage the website and try to keep it up to date.

However, by maintaining the website as the centralized repository of information, cities run into the issue where certain things are hard to find. When a constituent can't find what they are looking for easily, they call in to get a direct answer to their question - with some cities noting that 1 in every 2 calls to staff are simple Q&As that can be answered from the website.

Answering these calls can be distracting to staff, who then must drop their current project while finding an answer to the question, often digging through the same data sources that caused the constituent to give up. Cities have tried ways around this such as a FAQ or a Chatbot, but these "band-aid" solutions end up being more work, while rarely reducing call volume in a significant way.

Polimorphic solves this by providing an AI tool that harnesses a firm understanding of language that can then be trained on the cities data. The result is an almost "all-knowing" figure when it comes to the City's services, rules, processes, and operation. This empowers constituents to self-service queries and assists staff in digging through large data lakes to find specific answers.

AI Search – Customer Experience

For constituents that once had to dig through multiple web pages looking for an answer to a specific question, Polimorphic’s AI Search is a boon - providing an answer back in seconds.

How it works for the Constituent is extremely simple. They go to the AI Search bar, and type in their inquiry:

AI-Powered Search for Polk County

Q

Ask a question (e.g. "Where is city hall?")

➔

I'm opening a cafe to serve coffee by day and wine by night. What permits do I need?

Why should I live in Polk County?

I just moved to Polk County. What do I need to do?

No matter how the query is presented, including the use of synonyms instead of proper keywords, Polimorphic will provide an answer within seconds, including the data sources from which Polimorphic pulled the responses for further reading.

AI-Powered Search for Polk County

Q

Rules around Fences near solar panels

➔

AI AnswerAll ResultsClear

Based on the provided sources, here are the rules around fences near solar panels in Polk County:

1. All solar energy generating facilities must be completely enclosed with a six-foot-high black or green chain-link fence, masonry wall, or wooden fence with spacing no greater than six inches. If the solar energy generating facility is within 200 feet of a residence other than the property owner's, a chain-link fence with vegetation screening is required. Source: [Source Content 1](#)

2. Freestanding solar energy generating facilities must not exceed twelve feet in height and may not encroach into property setbacks. Source: [Source Content 2](#)

3. Fences around solar energy generating facilities may not encroach into property setbacks and necessary ingress, egress, and utility lines may be located within the perimeter setback. Source: [Source Content 3](#)

These are the specific rules pertaining to fences and solar panels in Polk County as per the provided sources.

Sources

Article I. Authority and Enactment clause

All solar energy generating facilities shall be completely. enclosed with a six (6) feet high: enc...

🔗

Finally, Polimorphic can take it one step further, by linking the proper form that will create a case in the CRM - making it even easier for Constituents to get resolution on their issue in a seamless manner.

AI-Powered Search for **Prospect Park**

Q

How do I apply for a Handicap parking pass?

➔

AI Answer

All Results

Clear

P

Click to Apply Online: Handicap Parking Space Application - Specific Personal Space

AI Search - Staff Experience

ChatGPT opened the world up to Generative AI and its possibilities but is hampered by the fact that it uses the entire internet as it’s training data - causing it to pull from many different sources including some that may include incorrect information - for example, Springfield is the most common city name in the country, and when asked a general question like “Where do I pay my water bill in Springfield?” ChatGPT may pull an answer from the wrong state.

Polimorphic’s AI Search solves this problem by providing what’s called “a walled garden”. Polimorphic customers gain all the linguistic abilities of ChatGPT, but the training data is limited only to what is fed into the system, such as the NCTCOG Website, local codes and ordinances, council minutes, and more. Doing this is simple - requiring only an input of the links, websites, PDFs etc. that users want Polimorphic’s AI to pull from and toggle if the source should be visible to the public.

LinksDocumentsDomain

Last page updated 1 minute agoRefresh All Links

+ Add Links

AI Search Reference Sources

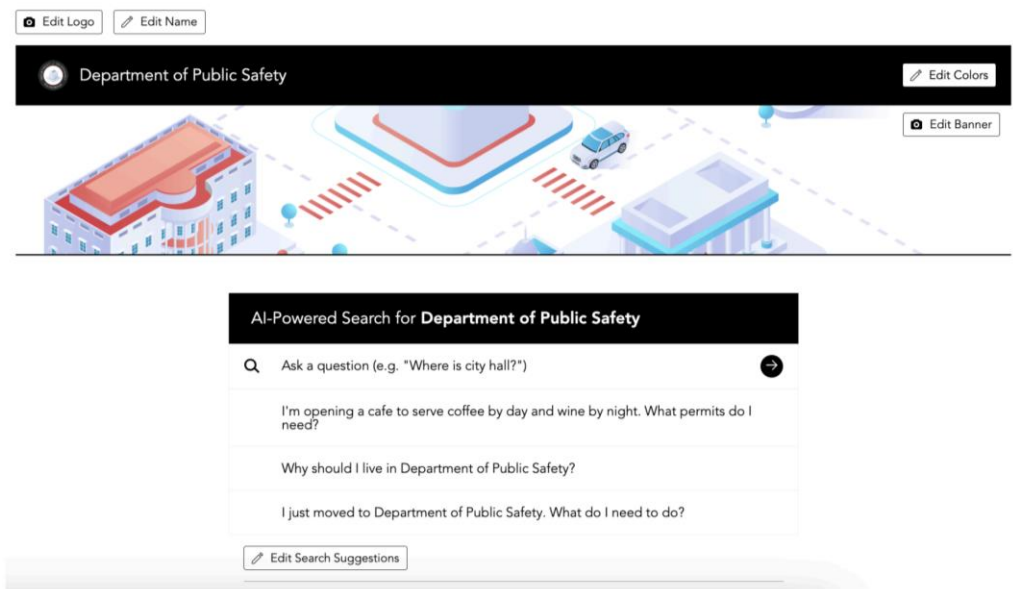
Hide a source you do not want to appear in search results. Because sources are pulled from your website, you may also want to edit the actual content on your site. Please click the Update icon if there have been changes made to a page.

Search

SHOW: 25 sources < 1 2 > 43 sources

LINK	VISIBILITY	SHOW SOURC	UPDATE	LAST UPDATED	REMOVE
Agendas https://www.polknc.gov/b_o_c_meeting_agendas/index.php	Public		Update	Today, 9:47 am	Remove
Minutes https://www.polknc.gov/b_o_c_meeting_minutes/index.php	Public		Update	Today, 9:48 am	Remove
Building Permit Search https://www.polknc.gov/building_permit_search/	Public		Update	Today, 9:48 am	Remove
Contracting Opportunities https://www.polknc.gov/businesses/bids.php	Public		Update	Today, 9:48 am	Remove
Business Resources https://www.polknc.gov/businesses/index.php	Public		Update	Today, 9:48 am	Remove
Map https://www.polknc.gov/businesses/polk_county_municipalities/ir	Public		Update	Today, 9:48 am	Remove

Once done, users can tweak the appearance of the AI Search tool, including adding custom branding, search suggestions, and more.



Once done, Polimorphic will return an embed code that can then be uploaded to your website, meaning that setting up Polimorphic’s AI only takes minutes.

Finally, Polimorphic also provides a log and analytics on the searches. The log will show what constituents are asking the AI bot about, and if the result was sufficient, as well as constituent feedback (thumbs up or down) if the experience got them their result.

CHAT	CREATED ↑ ↓	
When is my trash picked up?	Apr 22, 2:14 pm	
How do I get a building permit?	Apr 22, 2:14 pm	

close

How do I get a building permit?

To obtain a building permit in Dubuque,you can follow these steps:

Polimorphic - AI Policy

In an era where ethical and responsible deployment of artificial intelligence is paramount, Polimorphic aligns seamlessly with guidelines put forth by cities such as San Jose, Seattle, and Boston, offering an approach that not only ensures the safety and security of government AI systems but also promotes transparency and accountability while delivering public services.

Polimorphic utilizes a controlled content approach that means only information on your website or material uploaded by the end user is accessible to the public, without that information being used to train any other models. Polimorphic clients retain full control over what data they choose to put into the tool, and that data will never be resold, provided to another customer, or used in any other instance without customer's consent.

Polimorphic AI Search also includes the sources cited, allowing for fact-checking and revisions. Employees are in control as all reports and emails are editable before sharing and can be revised, making sure that bad information doesn't slip through the cracks. All AI generated content is clearly labeled as such and provides a disclaimer for constituents utilizing the tool.

Finally, Polimorphic keeps our strategies aligned with evolving technology, laws, and industry best practices, ensuring our commitment to ethical innovation.

Features Outside of Scope

Polimorphic - AI Voice & Virtual Agent

One of the greatest limits to staffing has been personnel availability. Staff work incredibly hard during working hours (and often outside of them), but still need rest, sick days, time off, vacations and more. However, reality can occur outside of 9am-5pm and when constituents need assistance during that time with issues ranging from benign (permit questions) to immediate (emergency resources), reaching an answering machine can be at best a minor inconvenience, or at worst a major frustration.

Polimorphic provides an AI Voice Agent to augment staff call takers. Through a white-glove implementation, Polimorphic sets up a phone line that after receiving a query can provide an answer or start a “process” immediately, rather than the caller having to deal with annoying phone trees or leaving voicemails. The outcome is that the caller can receive assistance for any issue that they have, no matter if the staff is busy or outside of normal working hours, the AI Voice Agent provides an additional resource for cities that are looking to support their constituents 24/7.

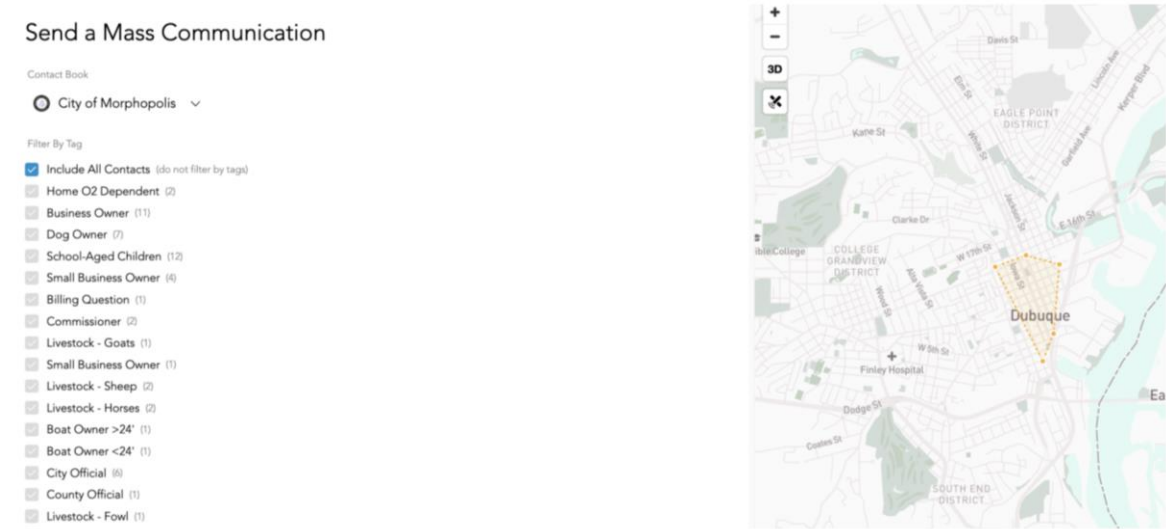
There is no technical implementation required by the NCTCOG. The AI Voice training data will utilize the same walled garden as the AI Search above, so no need to train an additional model either. Polimorphic will set up the phone line. Once set up, the NCTCOG will be able to see the call log and outcome of queries made to the virtual agent.

Although Polimorphic’s AI Voice & Virtual Agent will incur an additional charge - (denoted within the cost proposal), Polimorphic partners find that this investment saves them over \$80,000 a year in staffing costs, as it enables them to provide a call-in number after normal business hours, without needing to invest in additional staffing costs, overtime, etc.

Mass Communication

While Polimorphic’s AI and CRM is useful for constituents coming to find information or a municipal service, occasionally cities will need to proactively reach out to its residents for a myriad of different reasons. Previously, this was done by the local newspaper, TV ads, or in person canvassing. But today, it’s hard to break through the noise and meet constituents where they are. Email provides the greatest reach for the cheapest price, but many email tools can only send broad messages to everyone - leading to constituents tuning out due to irrelevant information and not participating in programs they qualify for.

Polimorphic solves this issue by providing mass mailing tools that can reach out to everyone, or segment outreach when appropriate by user tags or geofences. For example, if a storm affects business owners across a commercial artery and the city wants to roll out a remediation program for those affected - a historical challenge would have been contacting only the business owners, and not everyone on the mailing list. Polimorphic makes it easy to draw a polygon around the affected area, and drill down further using desired user tags, to make sure the message only goes to who the user wants it to go to.



After confirming the recipient list, users can send out emails, form letters, attachments, newsletters, payment links, and more to the selected audience from their desired email domain.

Send a Mass Communication

TYPE: General Mass Communication

General Mass Communication

Online Payment

FROM: nav@polimorphic.com

TO: 0 nav@polimorphic.com

SUBJECT: morphopolis@mail.polimorphic.com

Storm Damage Remediation

MESSAGE

Thank you for reaching out to receive permit {{permit type}}.

If you can please fill out the attached form, sign and return, then we can open up a tax easement case for you.

We'll get back in 2 to 4 weeks post application submission.

Best,

Dubuque

Permit_Applicatio...X

Send

Polimorphic uses emails within the system entered by constituents during case creation and can also pull from existing email lists (such as an emergency management software) or a news lettering tool.

The Mass Communication modules are included within Polimorphic at no additional charge.

System Requirements

As a cloud hosted solution without an implementation footprint, Polimorphic can run on all operating systems and internet browsers without any plug-ins needed.

Polimorphic's front end uses the programming languages ReactJS for building the UI, TypeScript which is a superset of JavaScript that adds in static typing, Webpack & Redux for module bundlers, and LESS for css styling.

Our backend is in Haskell and python based using FAST API within a POSTGRE SQL Database.

Data is hosted within AWS servers located in the United States, within ISO 27000/SOC 1 and SOC 2 compliant data centers. Our data infrastructure is also NIST, FIPS, FISMA, and HIPAA compliant.

Quality Assurance & Data Protection Procedures

Polimorphic commits to upholding the highest standards of privacy and security for our clients and their constituents. Our company's purpose is to foster trust between constituents and government organizations by building software that increases transparency and accessibility.

Because airtight security is integral to our mission, we use industry-standard encryption protocols, build highly secure infrastructure, and practice tight organizational security. We also understand that security is a never-ending process, and we are continually upgrading our security practices to better serve our clients and communities.

Subscriber Data. Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber hereby grants to Polimorphic a non-exclusive, worldwide, royalty-free and fully paid-up license to: (a) access and use Subscriber Data to provide the Polimorphic Services to Subscriber; and (b) use Subscriber Data on an aggregated and anonymized basis to improve the Polimorphic Services; Subscriber represents and warrants that it has all necessary rights to grant Polimorphic the foregoing licenses.

Constituent Data: Subscriber acknowledges that Polimorphic's collection, use and disclosure of Constituent Data is and shall be governed by Polimorphic's privacy policy available at: <https://www.polimorphic.com/privacy-policy>, as may be updated by Polimorphic from time to time.

Data backups are made daily on the production database for client data recovery purposes. Currently, these backups are disposed of within seven days. Using AWS ELB, we load balance network requests to our servers to maintain high availability. Our server infrastructure can handle upwards of 1000x common usage requests per second to prevent denial of service for our clients.

All data in transit is strongly encrypted. All requests are sent securely using TLS 1.2 protocols, AES256 encryption, and SHA2 signatures. Passwords are salted and hashed, preventing rainbow table attacks. User tokens are 256-bit and hashed when stored on the database. For data access, we maintain an advanced permission check system. The permission system grants data access to those explicitly given access rights through our system, enabling secure identity and office role management.

Polimorphic monitors its firewalls with AWS Guard Duty. All AWS EC2 instances have network ACLs or security groups attached. Public SSH to EC2 instances is blocked for additional security measures.

Pricing for TXShare Cooperative Purchase Program Participants

Service Category 1 – Artificial Intelligence (AI) Solutions for Public Sector Entities:

Pricing

Description	Unit Price	% Discount	Notes / Comments
1. Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	\$1,000 per 5,000 queries for AI search and chatbot \$5,000 per 5,000 calls \$5,000 per CRM seat (discounted for bundles of seats)	10-30% off if purchases as a bundle	
2. Implementation and Customization Costs: <i>Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.</i>	\$15,000	10-30% off if purchased as a bundle	Implementation costs may be waived depending on annual subscription.
3. Training and Support Costs: <i>Include costs for training government staff, technical support, and customer service, both during and after implementation.</i>	\$0		Polimorphic provides free training for lifetime of contract
4. Ongoing Maintenance and Updates: <i>Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.</i>	\$0		All costs are included in the annual subscription
5. Optional Add-Ons or Features: <i>List any additional features or services available that are not included in the core proposal but can be added at an additional cost.</i>	See Software Licensing Costs	10-30% off if purchased as a bundle	Customers can buy additional SMS messages and additional queries
6. Total Cost of Ownership (TCO): <i>Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.</i>	N/A	N/A	Total cost of ownership is just the subscription and implementation cost
7. Additional Costs (if applicable): <i>List any additional costs not covered in the above sections that are relevant to the proposal, such as travel costs, setup fees, or other miscellaneous charges.</i>			

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

Proposed Add Value

Polimorphic believes in value of product and partnership. There are [3] product platforms at this time, and if bundled at time of initial purchase, Polimorphic offers you 10-30% off total annual investment.

Polimorphic provides free training for lifetime of contract.

Implementation costs may be waived depending on annual subscription.

APPENDIX A.2

Service Area Designation Forms

Texas Service Area Designation or Identification			
Proposing Firm Name:	Polimorphic, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	YES		
	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:	Polimorphic, Inc.	
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.	
	Will service all fifty (50) states	Will not service fifty (50) states
	YES	
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.	
	If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.	

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons


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

Check one of the following:

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

-OR-

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



 Signature of Authorized Person
Parth Shah

 Name of Authorized Person
Polimorphic, Inc.

 Name of Company
06/25/2025

 Date

APPENDIX C

RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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



Signature

Parth Shah

Title

Polimorphic, Inc.

Agency

06/25/25

Date

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

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

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

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


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

Check one of the following:

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

-OR-

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



 Signature of Authorized Person

Parth Shah

 Name of Authorized Person

Polimorphic

 Name of Company

06/25/25

 Date

**DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE
ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.



Signature of Authorized Person

Parth Shah

Name of Authorized Person

Polimorphic

Name of Company

06/25/25

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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


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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Parth Shah

Name of Authorized Person

Polimorphic, Inc.

Name of Company

06/25/25

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

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

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

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

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

EXCEPTIONS:



Signature of Certifying Official

CEO

Title

06/25/25

Date of Certification

Form 1734
Rev.10-91
TPFS