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

Jovee LLC ("Contractor")
13920 City Center Dr.
Chino Hills, CA 91709

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

2.5 **NCTCOG Obligations**

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

2.6 **Participating Entity Obligations.**

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

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

2.7 **Contractor Obligations.**

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

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

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

ARTICLE III
TERM

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

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

3.2.1 <u>Termination for Convenience</u>: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or services satisfactorily performed or delivered.

3.2.2 <u>Termination for Cause</u>: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.3 <u>Termination for Breach</u>: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV
COMPENSATION

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. NCTCOG has contracted Civic Marketplace as a digital marketplace for selected TXShare awarded contracts and to serve as NCTCOG's collector of reports and remunerative fees referenced in Section 5.2 of the Master Services Agreement. Unless otherwise directed in writing by NCTCOG, Contractor shall submit to Civic Marketplace on a calendar quarterly basis a report that identifies any new client Participating Entities, the date(s) and order number(s), and the total contracted value of service(s) that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

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

ARTICLE IX
GENERAL PROVISIONS

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

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

If to Contractor: **Jovee LLC**
Attn: Elisa Eguiarte
13920 City Center Dr.
Chino Hills, CA 91709
Phone: 844-990-9010
Email: eequiarte@jovee.ai

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;

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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

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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.

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ARTICLE X
ADDITIONAL REQUIREMENTS
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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.

Jovee LLC   **North Central Texas Council of Governments**

_____   5/8/25   Signed by: Jodd Little   6/1/2025
Signature   Date   _____
                                          232D24222B0842B...
                                          Signature   Date
Elisa Eguiarte   Todd Little
_____   Executive Director
Printed Name

Director of Business Development
_____
Title

APPENDIX A
Statement of Work

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

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

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

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

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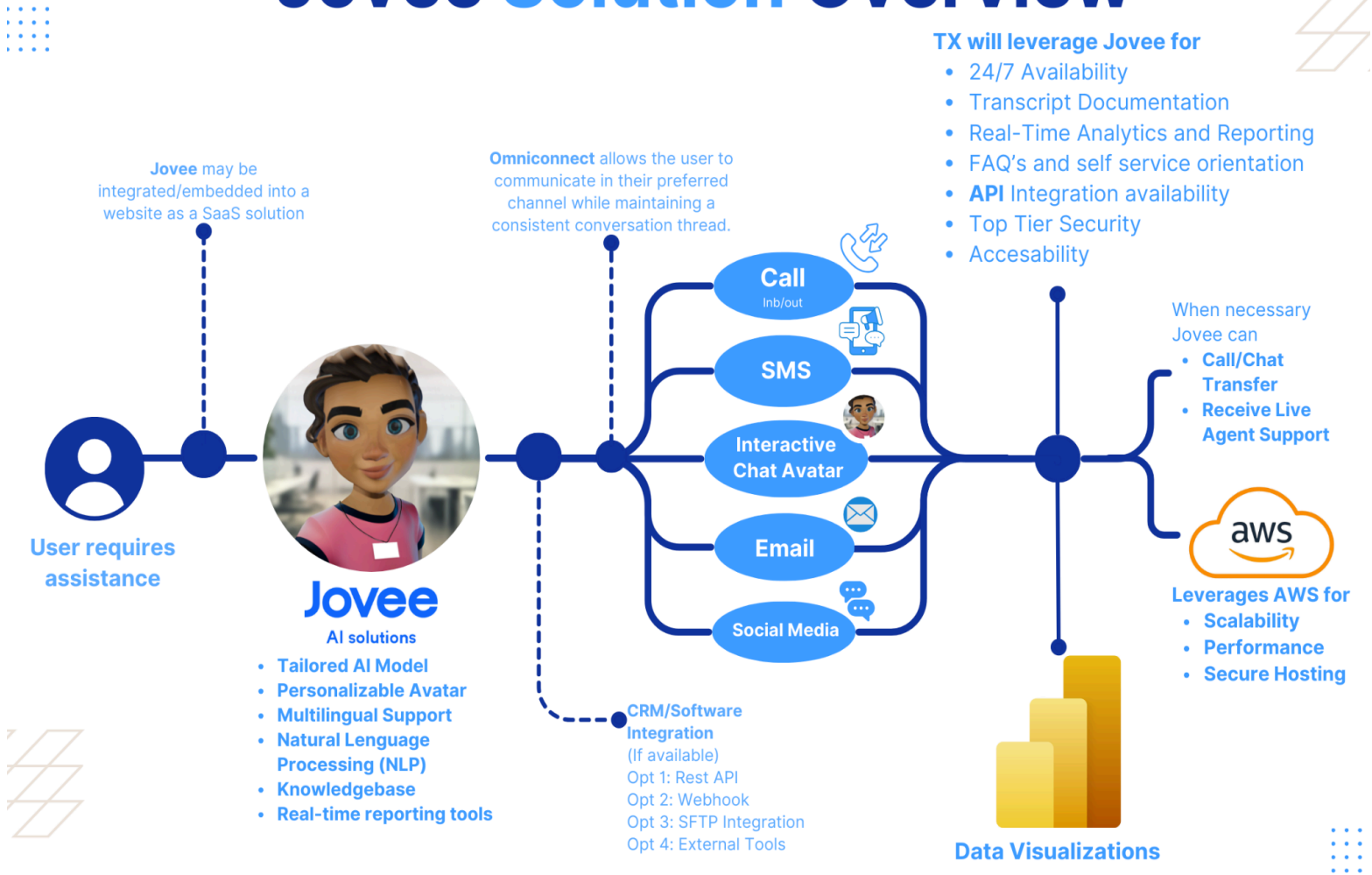   b. Encryption: Utilize end-to-end encryption (AES-256, RSA-2048, etc.) for both data in transit and at rest.

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

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

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

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

Technical Proposal

Solution Overview- Interoperability

This Jovee Solution Overview illustrates a highly interoperable, AI-powered platform designed to integrate seamlessly with Texas's existing digital infrastructure. By leveraging open APIs, standardized data formats, and flexible integration methods, Jovee ensures compatibility with legacy systems while maintaining scalability for future needs. Its multilingual and omnichannel communication capabilities—spanning calls, SMS, interactive chat avatars, email, and social media—provide a unified and accessible user experience, while its tailored AI models and real-time reporting tools enhance operational efficiency. The solution adheres to rigorous testing protocols and validation procedures, ensuring seamless data exchange, robust performance, and alignment with the state's digital ecosystem. This design prioritizes user accessibility and future scalability, addressing Texas's current and evolving technical requirements.

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Automated and Intelligent Self-Service

To reduce operational workload and handle routine inquiries effectively, Jovee provides robust self-service options that empower residents to find answers independently. Jovee™ offers a state-of-the-art AI-powered self-service framework that combines advanced automation with intelligent features to deliver fast, accurate, and user-friendly support 24/7.

AI-Powered Chatbot and Virtual Assistant

Jovee™ includes an **intelligent chatbot and virtual assistant** capable of addressing a wide range of user queries without human intervention. This includes routine tasks such as providing transportation schedules, route planning, answering frequently asked questions, and directing users to the correct resources. The system is trained to respond empathetically and accurately to user needs, ensuring a positive self-service experience.

24/7 Availability

Unlike traditional support models, Jovee™ operates around the clock, allowing users to access information and services at any time. This ensures residents can find answers or complete transactions outside of standard business hours, improving accessibility and convenience.

Dynamic Knowledge Base Integration

The self-service system integrates with a **dynamic knowledge base**, offering up-to-date information that evolves with the needs of Contra Costa County. This ensures users always have access to accurate, relevant, and timely information. The AI also flags outdated information, prompting staff to update content as necessary.

Personalized Interactions

Jovee™ leverages CRM integration to deliver **personalized self-service experiences**. By accessing user histories and preferences, the platform can tailor responses, recommend resources, and anticipate user needs, reducing the time required to resolve inquiries.

Intelligent Routing and Escalation

While handling routine tasks autonomously, Jovee™ recognizes when a query requires human intervention. In such cases, the platform intelligently escalates the interaction to the appropriate live agent or department, ensuring a seamless transition and avoiding user frustration.

Predictive and Proactive Assistance

Jovee™ uses **predictive analytics** to anticipate user needs and proactively provide assistance. For example, the platform can suggest solutions based on frequently asked questions, previous interactions, or seasonal trends, reducing the need for users to search for answers manually.

Jovee™ boosts efficiency by automating tasks, enabling staff to handle complex issues. It provides quick, accurate responses, reducing wait times and improving user experience. The platform saves costs, supports growth, and ensures equitable access with 24/7 multilingual support and proactive service.

Multilingual Support

Jovee™ provides comprehensive multilingual support designed to meet the needs of a diverse population. By integrating cutting-edge language detection and translation technologies, Jovee™ ensures seamless communication for users who speak a variety of languages, enhancing accessibility and inclusivity across all services.

Multilingual Key Features:

- **Automatic Language Detection:** Jovee™ automatically identifies a user's preferred language based on past interactions or language settings, ensuring conversations begin in the appropriate language without the need for manual selection.
- **Mid-Conversation Language Switching:** Jovee™ enables seamless switching between languages during a conversation, accommodating users who may need assistance in multiple languages or prefer to switch between them.
- **Text and Voice Translation**: Jovee™ provides **real-time translation** for both text-based and voice interactions, ensuring that users can engage in their preferred format while receiving accurate and context-sensitive responses
- **Tailored Content Delivery:** All prompts, instructions, and chatbot responses are tailored linguistically and culturally to resonate with the user's background, fostering trust and comfort during interactions.
- **Integrated Across all channels:** Multilingual support is available consistently across all communication channels, including phone, chat, SMS, email, and social media, providing users with the flexibility to engage in the format they prefer.

Functionality

Jovee is designed to support diverse entities with tailored functionalities, enabling **smooth integration and enhanced performance.** For *Administration*, Jovee AI can facilitate performance tracking by leveraging data analytics and predictive modeling, empowering city leaders to make informed decisions for effective governance. Within *Development Services*, it can streamline permit applications, automate inspection scheduling, and fosters transparent communication with developers and residents through intuitive chatbots and automated workflows. For *Event Centers*, AI-driven tools enhance customer engagement by personalizing interactions, optimizing ticketing processes, and ensuring efficient event management. In Human Resources, AI automates administrative tasks, improves employee engagement through tailored solutions, and transforms recruitment and onboarding with onboarding workflows. Moreover, Jovee AI's scalability ensures it can handle varying data volumes and interaction levels, making it adaptable to the evolving needs of each entity.

Scalability

Jove's scalability is designed to adapt effectively to the dynamic demands of modern operations, ensuring consistent performance regardless of data volumes or interaction levels. Its robust architecture leverages cloud-based infrastructure and advanced load-balancing algorithms, enabling it to efficiently process large datasets and support high volumes of simultaneous interactions without compromising speed or accuracy. Whether handling peak traffic during large-scale events or managing day-to-day operations with moderate

activity, Jovee AI dynamically adjusts resources to match the workload. This flexibility not only ensures uninterrupted service but also allows for cost-efficient resource allocation, making it suitable for organizations of all sizes and evolving needs.

Omnichannel Communications

To enhance the accessibility and efficiency of public services, it is essential to adopt an omni-channel communication platform that supports diverse communication methods, enabling residents to engage with public services through their preferred channel. Jovee™ offers a fully integrated solution designed to deliver consistent, high-quality interactions across *phone, SMS, web, chat, email, and social media platforms.*

How Jovee Meets This Requirement

- **Comprehensive Channel Coverage:** Jovee™ enables residents to access public services via phone, SMS, web chat, or social media, ensuring flexible, efficient, and optimized engagement across all channels.
- **Unified and Consistent Experience:** Jovee™ provides a seamless user experience across channels, allowing residents to switch from web chat to voice or email without losing conversation context, improving convenience and satisfaction.
- **Video Call Options with Avatar Support:** Jovee™ offers personalized video calls with customizable avatar interactions, catering to accessibility needs and those preferring face-to-face engagement. Multilingual, adaptable avatars reflect each agency's branding, enhancing connection and understanding.
- **Real-Time Data Synchronization Across Channels:** Jovee™'s OmniConnect architecture ensures real-time updates across all channels, providing a unified and efficient system for residents and public service staff.
- **Accessibility for All Demographics:** Jovee™ is designed for inclusivity, serving diverse populations with intuitive interfaces and compatibility with accessibility tools like screen readers and ADA-compliant designs for equitable access.

By implementing Jovee™, public services can be delivered in a connected, user-friendly communication experience, meeting the needs of its diverse population while streamlining service delivery.

Integration

Secure APIs and integrations are crucial for protecting sensitive customer and transaction data. Jovee™ ensures all API communications and third-party integrations are secured with robust protocols to maintain privacy, integrity, and confidentiality, shielding data from unauthorized access and breaches.

API Security Measures

Secure APIs are the backbone of integrating third-party services and tools with Jovee™. These APIs enable the secure exchange of data between systems, ensuring that communication remains private and that sensitive information is not exposed during transit.

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Key features of API security include:

- **HTTPS (SSL/TLS) Encryption**: All API requests and responses are encrypted using HTTPS, a secure version of HTTP. This ensures that data in transit is protected from man-in-the-middle attacks, where attackers might intercept or alter data being exchanged.
- **API Key Authentication**: Each API call is authenticated with unique API keys or OAuth tokens. These keys serve as an identifier for the user or system making the request and can be limited in scope, such as read-only or read-write access. This ensures that unauthorized access to APIs is prevented.
- **Rate Limiting**: APIs are designed with rate limiting in place to prevent abuse, such as denial-of-service (DoS) attacks, where an attacker floods the system with too many requests. By limiting the number of API requests that can be made within a set timeframe, Jovee™ ensures that its system remains resilient to such attacks.
- **IP Whitelisting**: To further protect the API endpoints, Jovee™ can implement IP whitelisting, which ensures that only trusted IP addresses can interact with the API. This helps prevent unauthorized systems or malicious actors from accessing sensitive API functions.
- **Granular Access Control**: Access to the API can be managed by setting user roles and permissions, which ensures that only authorized users or systems can perform certain actions. This ensures that sensitive data is only accessible to those who truly need it for business operations.
- **Regular API Audits**: To ensure compliance and security, Jovee™ regularly audits its APIs for vulnerabilities, weaknesses, or outdated protocols. These audits help to identify any potential risks and mitigate them before they can be exploited.

Secure Integrations with Third-Party Services

Jovee™ often integrates with third-party services for tasks such as customer support tools, CRM (Customer Relationship Management) systems, payment processing, and more. Securing these integrations is critical to avoid exposing sensitive data to third parties.

Key features of secure integrations include:

- **End-to-End Encryption**: When integrating with third-party services, Jovee™ ensures that data is encrypted end-to-end. This means that from the point it leaves Jovee™'s environment to the point it reaches the integrated service (e.g., a payment gateway), it remains encrypted, reducing the risk of interception.
- **Secure Data Handling**: Data shared with third-party services is handled in a way that minimizes exposure. For example, when dealing with payment information, sensitive data like credit card numbers or personal information is tokenized or redacted before it is passed to third-party systems. This ensures that Jovee™ retains control over sensitive data and limits access.
- **Audit Trails for Integrations**: For every integration, an audit trail is kept that records all interactions with third-party systems. This enables quick identification of any irregularities or unauthorized access, helping businesses maintain visibility into third-party data exchanges and ensuring compliance with security protocols.

Data Validation and Input Sanitization

When dealing with secure integrations, it is essential to validate and sanitize all incoming and outgoing data to prevent attacks like SQL injection, cross-site scripting (XSS), or other injection-based attacks.

Jovee™ ensures the following in terms of data validation and input sanitization:

- **Input Validation**: All inputs from users or external systems (via APIs or other integrations) are strictly validated. Jovee™ checks that the data follows the expected format (e.g., valid credit card number, correct email format) before processing it. This prevents malicious data from entering the system.
- **Sanitization**: When receiving data from external sources, Jovee™ sanitizes it to remove harmful elements like malicious code or unexpected characters. This is essential in preventing attacks like cross-site scripting (XSS) where attackers inject malicious scripts into data to exploit vulnerabilities in the system.
- **Schema-Based Validation**: For structured data, such as JSON or XML, Jovee™ uses schema-based validation to ensure that all fields are correctly formatted and that any unexpected or extraneous data is flagged and rejected.

Secure Authentication and Authorization for APIs

Ensuring that only authorized users or systems can access APIs is essential to prevent unauthorized access to sensitive data. Jovee™ implements secure authentication and authorization methods, such as:

- **API Key Authentication**: Each API call is authenticated with unique API keys or OAuth tokens. These keys serve as an identifier for the user or system making the request and can be limited in scope, such as read-only or read-write access. This ensures that unauthorized access to APIs is prevented.
- **Multi-Factor Authentication (MFA)**: To access Jovee™'s APIs, particularly for administrative tasks or accessing sensitive data, multi-factor authentication (MFA) is required. This adds an additional layer of security, ensuring that even if a password is compromised, the attacker cannot easily gain access to the system.
- **Access Tokens and Scopes**: Jovee™ uses role-based access tokens and defines specific access scopes to limit what an API client can do. For example, an API client may be allowed to read user data but not modify it. This minimizes the risk of data breaches and unauthorized data manipulation.

Algorithm Transparency

Jovee's AI solutions prioritize transparency, fairness, and ethical outcomes in all algorithmic processes. Below is a comprehensive overview of the algorithms employed, the mechanisms in place for bias mitigation, and the validation and testing procedures that ensure their effectiveness:

1. Algorithms Used

Jovee leverages a combination of machine learning (ML), natural language processing (NLP), and predictive analytics models to deliver intelligent and responsive AI-driven solutions. Key algorithms include:

- Transformer-Based Models (e.g., GPT variants): For natural language understanding and context-aware responses.
- Reinforcement Learning: To optimize dynamic decision-making in conversational workflows.
- Predictive Analytics Models: To anticipate user needs based on historical patterns and trends.

2. Bias Mitigation Approach

Jovee employs rigorous practices to identify and minimize bias in its algorithms:

- Bias Audits: Regular audits are conducted to detect potential biases in model outputs and address disparities.
- Human-in-the-Loop Review: Critical processes incorporate human oversight to evaluate edge cases, assess outputs for fairness, and ensure alignment with ethical standards.
- Algorithmic Fairness Metrics: Models are evaluated against fairness metrics such as demographic parity, equal opportunity, and disparate impact to measure and mitigate bias effectively.

3. Validation and Testing:

Jovee implements a robust validation and testing framework to ensure the reliability and ethical operation of its algorithms:

- Cross-Validation: Ensures the model's generalization capability across varied data subsets.
- Performance Metrics: Key performance indicators (KPIs) such as accuracy, precision, recall, and F1 score are monitored.
- Real-World Scenario Testing: Algorithms are tested in controlled environments replicating real-world conditions to evaluate their robustness and adaptability.
- Continuous Monitoring: Post-deployment, real-time monitoring and feedback loops are used to refine models based on user interactions and evolving requirements.

4. Ensuring Fair and Ethical Outcomes

Jovee's commitment to ethical AI is grounded in:

- Transparent Development Practices: Documentation of algorithm design, data preprocessing, and decision-making processes.
- Stakeholder Engagement: Regular consultations with clients and affected communities ensure that solutions align with ethical standards and user expectations.

By integrating these practices, Jovee delivers AI solutions that are not only efficient and effective but also equitable and trustworthy, aligning with the highest standards of algorithmic transparency.

Continuous Improvement

Our team of Contact Center experts and engineers ensures continuous support and enhancements for Jovee™, our AI-driven solution. Jovee™ adapts and improves over time through continuous learning from interactions, new information, and feedback. This cycle of refinement ensures it meets high-quality standards while evolving to deliver smarter, more intuitive AI that proactively aligns with user needs for a superior experience.

Here is a brief summary of the benefits of the continuous improvement cycle:

Quality Assurance: The QA team ensures high standards of accuracy, empathy, and reliability across Jovee™'s features by validating emotion detection, assessing call quality, calibrating sentiment scoring, verifying immediate escalation protocols, maintaining security and compliance, and analyzing post-interaction surveys. This thorough approach ensures real-world precision and responsiveness.

Training and Development: The Training and Development team regularly updates Jovee™'s knowledge base to keep it accurate, relevant, and user-focused. By using data-driven training, maintaining a tone and personality aligned with brand values, supporting multilingual interactions, and continuously refining knowledge bases, the team ensures that Jovee™ evolves in line with customer needs. Human-in-the-loop training further ensures complex cases are seamlessly escalated while preserving context for smooth resolution.

Together, these mechanisms and teams drive continuous learning, ensuring Jovee™ delivers exceptional service while adapting to the evolving demands of users and the business environment.

Natural Language Processing (NLP)

Jovee™'s cutting-edge **NLP technology** enables users to interact with the system in natural, conversational language. This eliminates the need for rigid keyword-based inputs, making the self-service experience more intuitive and user-friendly.

Real Time Analytics

Effective performance monitoring is crucial for achieving operational objectives and enhancing service delivery. Jovee™ supports this by offering real-time insights into Key Performance Indicators (KPIs) like user satisfaction, inter-agency coordination, and system efficiency. With advanced analytics and robust reporting, Jovee™ empowers the entity to evaluate, optimize, and refine operations consistently, providing the tools needed for real-time monitoring, advanced tracking, and actionable insights to drive continuous improvement.

How Jovee™ Meets This Requirement

Real-Time Data Dashboards: Jovee™ provides customizable, real-time dashboards that deliver a clear and dynamic overview of system performance. These dashboards display critical KPIs, including:

- **Call Resolution Times:** Track response efficiency.
- **System Uptime:** Monitor platform reliability.
- **User Satisfaction Scores (CSAT):** Evaluate user experience through feedback.
- **Peak Interaction Periods:** Identify high-demand times for proactive resource allocation.

Comprehensive KPI Tracking: Jovee™ tracks an extensive range of performance metrics, tailored to the entity objectives, including:

- **Average Response Time:** Time to address user inquiries.
- **First-Call Resolution Rate:** Percentage of issues resolved in the first interaction.
- **Volume Metrics:** Total interactions across channels.
- **Accessibility Metrics:** Data segmented by language and ADA accessibility to ensure inclusivity.

This detailed KPI tracking supports targeted improvements, ensuring inclusivity and service excellence.

Advanced Data Visualization: Jovee™ integrates powerful BI platforms to transform raw data into intuitive visualizations, including:

- Graphs, heatmaps, and trend lines that make performance trends and outliers easy to identify.
- Visual storytelling that highlights key insights for stakeholders, enabling a data-driven approach to decision-making.

Predictive Analytics for Proactive Decision-Making: By leveraging historical data and advanced modeling, Jovee™ provides predictive insights into:

- **Future Call Volumes:** Anticipate high-demand periods to allocate resources effectively.
- **Seasonal Variations:** Identify user trends during specific times of the year to adjust staffing and services.
- **Potential Service Disruptions:** Flag trends indicating emerging issues, enabling preemptive intervention.

Drill-Down Capabilities: Jovee™ enables users to dive deeper into specific data points. This granular analysis helps uncover root causes of recurring issues, supports trend analysis, and informs targeted solutions.

- Call logs and transcripts.
- Interaction histories.
- Resolution times and outcomes.

Automated Reporting: Jovee™ generates automated reports customized to stakeholders' needs, with features including:

- Flexible scheduling (daily, weekly, or monthly).

- Summaries of key metrics, trends, and actionable recommendations.
- Easy export options to formats like PDF, Excel, or CSV for wider distribution.

Real-Time Alerts and Notifications: The platform monitors KPIs in real time and sends notifications when metrics fall below predefined thresholds, such as: Increased wait times, a drop in satisfaction scores and missed response time targets. This empowers teams to act immediately, preventing minor issues from escalating into major disruptions.

Data Segmentation and Comparative Analysis: Jovee™ enables segmentation of data by:

- **Segmentation:** Assess performance by channel, location, or user demographics to identify specific needs or gaps.
- **Inter-Agency Integration:** Share KPI data across partner systems to foster transparency, improve coordination, and streamline operations.

Implementation Approach

1. **Discovery and Planning (Day 1-3):** Define KPIs and reporting needs with stakeholders; create a Business Rules Document (BRD).
2. **Platform Integration (Day 4-10):** Connect Jovee™ to existing systems and configure dashboards, alerts, and reporting templates.
3. **Testing and Validation (Day 11-14):** Validate dashboard accuracy and alignment with stakeholder expectations.
4. **Training and Deployment (Day 15-18):** Train staff on platform features and deploy across teams.
5. **Monitoring and Optimization (Day 19-20+):** Monitor system performance and refine KPIs as needed.

Note: Timelines may vary based on client schedules and resource availability.

KPI monitoring and analytics with Jovee™ offer significant benefits, driving enhanced decision-making through real-time insights and predictive analytics for data-driven strategies. Continuous KPI analysis ensures high service quality and user satisfaction, while effective tracking optimizes resources, preventing bottlenecks and reducing costs. Comprehensive reporting promotes accountability and transparency, aligning stakeholders on performance goals. Additionally, trend forecasting and predictive capabilities future-proof operations, enabling adaptation to evolving user needs and challenges.

Example Use Case: Suppose call resolution times begin to rise during a 2 hour interval.

Jovee™'s Solution:

- **Real-Time Alerts:** Notify management of the issue as soon as it occurs.
- **Root Cause Analysis:** Drill down into call data and interaction logs, identifying the root cause—such as a surge in trip planning service requests.
- **Proactive Intervention:** Use predictive analytics to anticipate and address similar spikes in the future.

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- **Immediate Action:** Deploy additional resources or modify workflow to reduce wait times and maintain service quality.

By empowering the entity with real-time monitoring, advanced analytics, and proactive insights, Jovee™ ensures operational excellence and continuous service improvement for the entity.

Quality Control

To ensure the successful implementation and sustained effectiveness of Jovee, we will evaluate the project based on the following key performance metrics:

1. **User Satisfaction Rating**:
   - Target: Achieve a user satisfaction rating of 90% or higher.
   - Method: Collect surveys and feedback from system users during both the pilot and full implementation phases to measure satisfaction with functionality, ease of use, and performance.
2. **System Uptime and Reliability**:
   - Target: Ensure 99.9% uptime during the first 6 months and maintain at least 99.8% uptime long-term.
   - Method: Monitor real-time system health and incident reports to validate reliability and accessibility.
3. **Response Time**:
   - Target: The system will handle 95% of transit-related inquiries within 30 seconds.
   - Method: Measure response times through system logs and user interaction analytics.
4. **Data Accuracy and Integrity**:
   - Target: Achieve an accuracy rate of 98% or higher for all data transactions, such as transit schedules and user requests.
   - Method: Use automated audits and manual spot checks to validate data accuracy during migration and ongoing operations.
5. **Compliance Rate**:
   - Target: Meet 100% compliance with regulatory standards, including PII, HIPAA, ADA, and WCAG 2.1 AA.
   - Method: Conduct routine audits of security, accessibility, and data handling processes.
6. **Pilot Phase Success Metrics**:
   - Targets:
     - 85% positive feedback from pilot users.
     - 95% functionality of all critical features.
   - Method: Measure adoption rates, system stability, and user feedback during the pilot phase to inform full deployment.
7. **Training Effectiveness**:
   - Target: At least 95% of staff complete training and achieve proficiency in using the system.
   - Method: Track training completion rates and conduct post-training assessments to measure readiness.
8. **Feedback Integration**:

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- ○ Target: Address 90% of user feedback within 30 days during pilot and post-implementation phases.
- ○ Method: Track feedback resolution rates and system updates incorporating user suggestions.

Testing Procedures

To ensure the successful deployment and operation of Jovee, the following comprehensive testing procedures will be conducted:

1. **System Integration Testing**:
   - ○ Conduct end-to-end integration tests with all system components (telephony, trip planning software, web platform, dispatch services) to ensure seamless data flow and interoperability.
2. **User Acceptance Testing (UAT)**:
   - ○ Engage a representative user group to test the system's usability, functionality, and performance.
   - ○ Gather feedback through surveys and interviews and address issues before full deployment.
3. **Pilot Phase Testing**:
   - ○ Launch a pilot system with limited users to test real-world functionality and stability.
   - ○ Evaluate critical features, gather user feedback, and refine the system before the full rollout.
4. **Load Testing**:
   - ○ Simulate peak usage conditions to test system capacity to handle high volumes of simultaneous inquiries and interactions.
5. **Security Testing**:
   - ○ Conduct vulnerability assessments and penetration testing to identify and address potential security risks.
   - ○ Ensure compliance with PII and HIPAA standards.
6. **Accessibility Testing**:
   - ○ Verify compliance with WCAG 2.1 AA and ADA standards to ensure accessibility for users with disabilities.
7. **Performance Testing**:
   - ○ Measure response times and system reliability during various operational scenarios to validate performance under real-world conditions.

Ongoing Monitoring and Optimization

1. **Post-Implementation Monitoring**:
   - ○ Monitor system performance using Key Performance Indicators (KPIs), such as uptime, response time, and user satisfaction, to ensure long-term success.
2. **Feedback and Updates**:
   - ○ Continuously collect user feedback and prioritize system updates based on insights from stakeholders and end-users.
3. **Training Support**:
   - ○ Provide ongoing training to new staff and advanced training to experienced staff to maintain proficiency in using the system.

4. **Annual Reviews**:

Conduct annual quality assurance reviews to evaluate compliance, performance, and user satisfaction, incorporating findings into system improvements.

Technical Approach

Jovee employs a structured, **agile methodology** to design, develop, and implement innovative AI solutions for public sector entities. This methodology focuses on collaboration, adaptability, and ensuring seamless alignment with the operational needs of the North Central Texas Council of Governments (NCTCOG) and its TXShare members.

1. **Initial Assessment and Requirements Gathering:** This phase sets the foundation for a successful implementation by deeply understanding the current ecosystem and stakeholder needs.

   - **Stakeholder Engagement:** Jovee conducts workshops with NCTCOG members to identify operational challenges, service expectations, and improvement opportunities, ensuring the solution incorporates stakeholder input and fosters buy-in.
   - **System Audit:** We map existing systems and workflows, including legacy platforms, to identify integration points and ensure Jovee enhances operations without disruption.
   - **Success Metrics and Risk Management:** Clear KPIs, like improved satisfaction, reduced response times, and increased efficiency, measure success. A risk assessment addresses challenges like data migration and user adoption.
   - **Operational and Accessibility Requirements:** We define technical and operational requirements, like ADA compliance, multilingual support, and omnichannel standards, to ensure effective service for all citizens.

2. **Iterative Configuration and Development:** Using agile sprints, Jovee configures its AI solution to align with the operational goals of NCTCOG and its TXShare members.

   - **Omni-Channel Communication:** Jovee's platform is developed to provide seamless support across all communication channels—**voice, chat, SMS, email, and social media.** Citizens can access services through their preferred method, enhancing convenience and accessibility.
   - **Integration with Existing Systems:** The solution is integrated with existing government systems, such as CRMs (e.g., Salesforce), telephony platforms (e.g., Genesys), and cloud services (e.g., AWS). **APIs** enable **real-time data sharing**, ensuring all systems work cohesively.
   - **Proprietary AI Features:** Jovee incorporates advanced features like **Natural Language Processing (NLP)**, **predictive call routing**, and **sentiment analysis**. These features enable the platform to understand and respond to citizen needs accurately while providing data-driven insights to agencies.

3. **Collaborative Feedback and Refinement:** Active engagement with stakeholders throughout the development process ensures the solution evolves to meet user needs.

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- **Sprint Reviews:** At the end of each sprint, Jovee presents completed features to stakeholders through **live demonstrations**. This ensures transparency and allows stakeholders to provide feedback on functionality and usability.
- **Feedback Loops:** Feedback is continuously gathered from TXShare members and integrated into the development process to refine workflows, optimize user interfaces, and enhance accessibility features.
- **Accessibility Enhancements:** Features such as **ADA-compliant interfaces, WCAG 2.1 standards, and real-time language** switching are tested and improved based on stakeholder input.

4. Rigorous Testing Across All Layers: Before deployment, Jovee conducts comprehensive testing to ensure system reliability, performance, and compliance.

- **Functional Testing:** All platform features are validated to ensure they work as intended, from handling routine inquiries to managing escalations.
- **Integration Testing:** Seamless connectivity with external systems, such as government databases, call center platforms, and web portals, is thoroughly tested.
- **User Acceptance Testing (UAT):** Real-world simulations are conducted with NCTCOG staff and selected TXShare members to validate that the solution meets user expectations. Any issues identified during UAT are addressed promptly.
- **Performance and Scalability Testing:** Stress tests are performed to ensure the platform can handle high volumes of inquiries without compromising performance, especially during peak periods.

5. Deployment and Post-Implementation Support: Upon successful testing, Jovee's Team will oversee the rollout and provide ongoing support to ensure long-term success.

- **Phased Deployment:** The solution is rolled out in phases, starting with **pilot programs** for select TXShare members before scaling to the broader network. This minimizes disruption and provides opportunities to address any unforeseen issues.
- **Comprehensive Training:** Jovee provides **tailored training material and programs** for government staff, including administrators, agents, and IT personnel. Training modules cover system usage, troubleshooting, and performance monitoring.
- **Post-Launch Optimization:** Jovee monitors system performance post-launch, gathering data on key metrics like response times, resolution rates, and user satisfaction. Insights are used to make iterative improvements to the system.
- **Ongoing Support and Maintenance:** Through a **ticket system** a support team will provide any necessary assistance, ensuring system availability and addressing any technical issues. Regular updates and enhancements are deployed to keep the platform aligned with evolving user needs and industry standards.

User-Friendliness and Accessibility Considerations

Jovee's AI platform is designed to prioritize user-friendliness and inclusivity, ensuring that public sector entities can deliver seamless and equitable services to all citizens. Through intuitive interfaces, adherence to

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accessibility standards, and innovative features, Jovee transforms citizen interactions into positive, efficient experiences.

1. User-Friendly Features and Design: Jovee's platform ensures that both citizens and staff can easily navigate and use its features, reducing the learning curve and fostering quick adoption.

- **Intuitive User Interfaces (UIs)**: Jovee's interface is designed to be clean, simple, and logically organized. Key functions such as service requests, chat assistance, or dashboard analytics are easily accessible with minimal clicks, ensuring users can quickly find what they need.
- **Unified Omnichannel Experience:** Citizens can engage with Jovee seamlessly across channels—voice, chat, SMS, email, or social media—without having to repeat themselves. Information is synchronized, providing a smooth transition between platforms.
- **Personalized Interactions:** By leveraging CRM integrations, Jovee remembers user preferences, past inquiries, and preferred communication methods. This allows for customized and relevant interactions, making the experience more meaningful for citizens.
- **Quick Adoption for Staff:** Jovee simplifies workflows for government employees by consolidating tools into a single interface. Features such as unified dashboards and task automation help staff focus on delivering value rather than managing complex systems.

2. Accessibility for All Users: Jovee ensures that its platform is inclusive, catering to users with diverse abilities and backgrounds.

- **Adherence to Accessibility Standards:** Jovee complies with WCAG 2.1 AA standards and ADA requirements to ensure equal access for users with disabilities. Key accessibility features include:
  - Compatibility with screen readers and assistive technologies.
  - Descriptive text for buttons and alternative text for images.
  - Keyboard-only navigation for users unable to use a mouse.
  - High-contrast color schemes for users with visual impairments.
- **Multilingual Capabilities:** Jovee offers real-time language switching during interactions. This allows citizens to communicate in their preferred language, breaking down language barriers and fostering inclusivity.
- **Voice Interaction:** Jovee's advanced Natural Language Processing (NLP) ensures accurate voice recognition and response, enabling hands-free interactions for citizens who may prefer or require voice assistance.

3. Accessibility Enhancements for Specific Needs: Jovee's design focuses on creating an inclusive experience for underserved or vulnerable populations.

- **Support for Citizens with Disabilities:** Speech-to-text and text-to-speech features cater to individuals with hearing or visual impairments, Real-time AI transcription provides live captions for video or voice interactions.
- **Adaptable Interaction Modes:** Citizens can interact via chatbots, avatars, or voice assistants, depending on their comfort and accessibility needs. For example, Jovee's avatar feature can communicate using sign language for individuals with hearing disabilities.

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- **Simplified Navigation:** A single point of contact for accessing government services eliminates the need to navigate complex websites or portals. Jovee organizes information in logical categories and provides shortcuts to frequently accessed services.

4. Advanced Accessibility and User Support Features: Beyond compliance, Jovee introduces innovative features to enhance user experiences.

- **Real-Time Sentiment Analysis:** Jovee's AI detects user sentiment during interactions, such as frustration or confusion, and adjusts its approach to provide empathetic responses or escalate to a live agent.
- **Predictive Text and Suggestions:** For users typing their queries, Jovee provides predictive suggestions, reducing effort and making interactions faster.
- **Dynamic Learning and Feedback:** Jovee continuously learns from user feedback to improve the experience. For example, frequently asked questions are updated dynamically to ensure citizens receive relevant information.

Real-World Applications of Jovee's User-Friendliness and Accessibility: Here are some examples of how Jovee's user-friendly and accessible design improves public sector operations:

- **Health Services:** Citizens can book medical appointments or access test results via voice or chat, with options for real-time translation into their preferred language.
- **Emergency Assistance:** During natural disasters or emergencies, Jovee provides critical updates and instructions through accessible channels like SMS and social media.
- **Permit Applications:** A simplified process guides citizens through form submissions, ensuring they don't miss critical steps while offering live support when needed.

Compliance

To ensure compliance with PII, HIPAA, and ADA standards, Jovee™ incorporates robust measures for secure data handling, privacy, and accessibility:

Sensitive Data Handling: Jovee™ utilizes advanced AI-powered redaction to automatically identify and remove sensitive information from transcripts and recordings, ensuring compliance with PII, HIPAA, and PCI DSS standards. This fosters trust among users by securely managing data and preventing exposure of confidential details.

Data Encryption and Access Control: All data is encrypted both at rest and in transit using secure protocols such as AES-256 and TLS 1.2+, ensuring that sensitive information is protected from unauthorized access. Access to customer data is controlled via role-based access and single sign-on (SSO) integration, guaranteeing that only authorized personnel can view or modify records.

Real-Time Resource Adjustment: Jovee™ automatically adjusts system resources in real-time, maintaining optimal service performance while ensuring ongoing data security and compliance with privacy standards.

Global Compliance: Jovee™ supports global compliance by managing data storage and processing in accordance

with regional laws, such as GDPR, ensuring that data handling meets local privacy regulations.

ADA and Accessibility Standards: The platform is designed to meet WCAG 2.1 AA and ADA standards, ensuring full accessibility for all users, including those with disabilities. This ensures equal engagement opportunities for every user.

PII Privacy Protection: Jovee™ implements stringent measures to safeguard personally identifiable information (PII), ensuring that privacy is maintained throughout the customer interaction, in full compliance with regulatory requirements such as HIPAA and PII protections.

We adhere to SOC 2 compliance standards, implementing practices aligned with its principles of **Security, Confidentiality, Availability, Privacy, and Processing Integrity**. This includes achieving a SOC 2 Type 1 Attestation Report, demonstrating that our controls meet these principles.

Jovee™ meets high standards of security, privacy, and accessibility by offering a reliable and compliant solution for handling sensitive data. With features such as secure APIs, encryption, strict authentication, data validation, and advanced monitoring tools, Jovee™ safeguards sensitive information while enabling seamless integration with external services. This robust approach minimizes the risk of unauthorized access, ensuring businesses can securely scale their operations and consistently meet compliance requirements.

Data Governance and Cybersecurity Provisions

Threat Detection and Response: Jovee prioritizes real-time threat detection and response to ensure robust security across all systems. By leveraging AI-driven technologies and comprehensive incident response protocols, Jovee delivers a proactive and resilient cybersecurity posture.

- **Multi-Factor Authentication (MFA)**:
    - Enforces MFA for all internal and external users to ensure secure access to systems and sensitive data.
    - Supports biometric authentication, hardware tokens, and time-based one-time passwords (TOTP).
- **Zero Trust Architecture**:
    - Implements a Zero Trust model requiring continuous verification of user and device identity before granting access to resources.
- **Role-Based Access Control (RBAC)**:
    - Access rights are restricted based on the principle of least privilege, ensuring users have only the permissions necessary for their role.
- **Comprehensive IR Playbook**:
    - Jovee maintains a detailed Incident Response (IR) playbook tailored to identity-related breaches and evolving threats. Key components include:
        - **Preparation**: Regular training and tabletop exercises for the response team.
        - **Detection and Analysis**: Rapid identification and classification of incidents using AI-powered monitoring tools.

- **Containment**: Immediate isolation of affected systems or accounts to prevent further damage.
- **Eradication and Recovery**: Removal of malicious components and restoration of operations.
- **Post-Incident Analysis**: Root cause analysis (RCA) and reporting to improve future response capabilities.
- **Real-Time Alerting**:
  - Implements automated alerting systems to notify security teams of potential incidents instantly via email, SMS, or dashboards.
- **Automated Incident Mitigation**:
  - Deploys automated scripts to respond to specific scenarios, such as disabling compromised accounts or blocking suspicious IP addresses.

Regular Testing and Updates:

- **Penetration Testing**:
  - Regular penetration testing evaluates the efficacy of threat detection and response systems against simulated attacks.
- **Adaptive Updates**:
  - Continuously updates response protocols and AI models to address new vulnerabilities and threat landscapes.

Data Encryption and Access Control: All data is encrypted both at rest and in transit using secure protocols such as AES-256 and TLS 1.2+, ensuring that sensitive information is protected from unauthorized access.

Vulnerability Management: Jovee conducts comprehensive vulnerability assessments to identify, evaluate, and mitigate potential security weaknesses:

- **Automated Scanning Tools**:
  - Use industry-standard tools (e.g., Nessus, Qualys) to regularly scan systems for known vulnerabilities.
- **Risk-Based Prioritization**:
  - Assess vulnerabilities based on their severity and impact, prioritizing critical issues for immediate resolution.
- **Continuous Monitoring**:
  - Implement continuous monitoring to detect new vulnerabilities as they emerge in real time.

Security Governance Framework: Jovee's Security Governance Framework establishes a structured, scalable, and comprehensive approach to safeguarding systems, data, and processes, ensuring both compliance and resilience in an evolving threat landscape with key components like:

1. Policies and Procedures: Comprehensive security policies encompassing.

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- Access Control: Role-based access control (RBAC), least privilege principles, and Multi-Factor Authentication (MFA).
- Data Protection: Encryption standards (AES-256 for data at rest, TLS 1.3 for data in transit), secure key management, and data loss prevention (DLP).
- Incident Response: A documented incident response plan (IRP) with defined escalation paths, playbooks, and post-incident reviews.
- Vulnerability Management: Regular vulnerability scans, penetration testing, and automated patch management pipelines.
- - Regular updates to policies and procedures to align with evolving standards (e.g., OWASP Top 10, MITRE ATT&CK Framework).

2. Defined Roles and Responsibilities
- Clearly delineated roles and responsibilities, including:
  - CISO and Security Teams: Ownership of risk management, incident response, and compliance auditing.
  - IT and Development Teams: Integration of secure DevOps practices (DevSecOps) and adherence to secure coding guidelines.
- End Users: Mandatory cybersecurity awareness training and adherence to acceptable use policies.
- Governance committees and cross-functional security working groups to foster accountability and collaboration.

3. Compliance and Regulatory Adherence
- Adherence to global and regional standards, including:
  - ISO 27001: Information Security Management System (ISMS) certification and regular audits.
    - NIST Cybersecurity Framework: Implementation of Identify, Protect, Detect, Respond, and Recover functions.
    - GDPR: Data privacy controls, Data Protection Impact Assessments (DPIA), and Data Subject Rights management.
- PCI DSS (if applicable): Safeguards for cardholder data, including secure payment processing.
- Internal and third-party audits, security certifications, and penetration testing to validate compliance.

4. Continuous Improvement
- Threat Intelligence: Integration with threat intelligence feeds for proactive threat hunting.
- Monitoring and Logging: Implementation of a Security Information and Event Management (SIEM) system for real-time monitoring, log correlation, and anomaly detection.
- Training: Role-specific security training for employees, including phishing simulations and secure coding workshops.
- Metrics and KPIs: Continuous measurement of security performance via metrics like Mean Time to Detect (MTTD) and Mean Time to Respond (MTTR).
- Policy Revisions: Periodic reviews based on the evolving threat landscape, new regulations, and post-incident learnings.

This security governance framework ensures proactive risk management, builds trust and transparency with stakeholders, adapts to emerging threats through scalability, and fosters resilience with continuous monitoring and improvement, providing a robust foundation for safeguarding organizational assets.

Technologies: The following technologies will be utilized to ensure the successful implementation and operation of the One-Call/One-Click (OCOC) Contact Center Software Solution:

Core Platform Technologies

1. **AI-Powered Virtual Agent (Jovee™)**:
   - Advanced natural language processing (NLP) for multilingual support.
   - Machine learning algorithms for continuous improvement in understanding and response accuracy.
   - Real-time interaction capabilities to handle voice, chat, and web-based customer interactions.
2. **Cloud Infrastructure**:
   - Cloud-based hosting for scalability, reliability, and high availability.
   - Secure storage and processing of data, ensuring compliance with PII and HIPAA regulations.
3. **Customer Relationship Management (CRM) Integration**:
   - Tools to manage and track customer interactions, ensuring a 360-degree view of user needs.
   - Integration with existing CRM platforms for seamless data sharing and interaction logging.
4. **Service Discovery Tools**:
   - GIS-enabled solutions for real-time route tracking and service availability.
   - Tools to display and integrate fixed and flexible transportation options.

Integration Technologies

1. **API Integrations**:
   - Secure RESTful APIs for interoperability with third-party platforms such as trip planning, dispatch systems, and external databases.
   - Middleware for seamless data synchronization and service updates.
2. **Data Analytics and Reporting Tools**:
   - Advanced analytics engines for real-time reporting, performance monitoring, and trend analysis.
   - Dashboards for operational and stakeholder insights.

Security and Compliance Technologies

1. **Data Security**:
   - Encryption technologies for secure data transmission and storage.
   - Compliance monitoring tools to ensure adherence to PII, HIPAA, and ADA standards.
2. **Access Control**:
   - Role-based access controls (RBAC) to secure sensitive information and system functionality.
   - Single sign-on (SSO) for simplified and secure user authentication.

Support and Maintenance Technologies

1. **Monitoring and Diagnostic Tools**:
   ○ Real-time system monitoring to detect and resolve issues proactively.
   ○ Log analysis tools for system health checks and troubleshooting.
2. **Collaboration Platforms**:
   ○ Platforms for communication and coordination among project teams and stakeholders.
   ○ Tools to track issues, feedback, and system updates.

Risk Management Plan

To ensure the successful implementation and operation of the AI solution, we have identified and assessed potential risks that could impact deployment, performance, and user experience. Key risks include system downtime during deployment or operation, data security vulnerabilities, user adoption challenges, performance bottlenecks during peak usage, integration issues with existing infrastructure, and the potential for inaccurate responses from the AI. Addressing these risks requires a proactive approach that combines thorough planning, robust testing, and continuous monitoring. For instance, phased rollouts will minimize disruptions, and end-to-end encryption will safeguard sensitive customer data. Additionally, comprehensive training sessions will empower staff to adopt the new system effectively, while scalable cloud-based infrastructure ensures that the AI can handle fluctuating interaction volumes seamlessly.

To further mitigate risks, we will implement a detailed disaster recovery plan (DRP) that includes regular backups, predefined response protocols for system outages, and periodic testing to ensure readiness. Root-cause analysis (RCA) will also be conducted for any incidents, allowing us to identify and address underlying issues to prevent recurrence. Continuous audits of the AI's performance, combined with regular updates to its knowledge base, will maintain response accuracy and reliability. Integration challenges will be addressed through secure APIs, rigorous pre-deployment testing, and workflow alignment to ensure compatibility with existing systems. This comprehensive risk management strategy is designed to safeguard operational continuity, enhance user satisfaction, and deliver a reliable and efficient AI solution for the City.

Training and Support Plan

Jovee LLC is committed to delivering a comprehensive training program that ensures staff and end-users are proficient in utilizing the OCOC platform effectively. Our training schedule is strategically designed to align with the phased implementation of the system, fostering confidence and expertise among all users.

Phase 1: Training Needs Assessment

- Collaborate with entity stakeholders to identify specific training needs and timelines for different user groups (administrators, operators, end-users).
- Develop customized training materials, including user manuals, quick-reference guides, and interactive video tutorials.

Phase 2: Administrator Training

- Conduct training sessions for system administrators, focusing on:
  - System configuration and management.
  - Reporting and analytics tools.
  - Data security and compliance best practices.
- Format: Virtual workshops supplemented by pre-recorded modules.

Phase 3: Staff Training

- Deliver role-specific training for operational staff, including dispatchers and call center agents:
  - Interactive exercises with the OCOC platform's interface.
  - Simulations for real-world scenarios, such as trip planning and escalation procedures.
  - ADA compliance and accessibility tools training.
- Format: Virtual group training sessions complemented by self-paced learning resources.

Phase 4: End-User Workshops

- Organize virtual workshops to familiarize end-users with the platform's capabilities:
  - Using the platform to access transportation options.
  - Mobile and web interface navigation.
  - FAQ and troubleshooting guides.
- Format: Virtual sessions to maximize accessibility and outreach.

Ongoing Training Support: Regular refresher courses and training updates based on user feedback and new feature rollouts and access to Jovee's Knowledge Base (AI-powered repository of training materials and step-by-step guides).

Support Services: Jovee ensures seamless post-implementation operations through robust support services tailored to entities needs:

Helpdesk Support: Support available via email, live chat, and a web-based ticketing system. Plus assistance with troubleshooting, system updates, and user inquiries during standard operating hours.

Dedicated Client Liaison: A primary point of contact for an entity, ensuring efficient issue resolution and proactive communication regarding updates.

System Monitoring: Regular performance monitoring of the OCOC platform to identify and address potential issues proactively.

Scheduled System Updates: Updates to enhance platform features and maintain compliance with evolving regulations.

Quarterly Performance Reports: Reports outlining system usage, issue resolution trends, and user feedback to

guide improvements.

User Feedback Integration: Channels for end-user feedback collection to inform future updates and training enhancements.

Self-Help Training Portal: Comprehensive online portal with interactive learning tools, video tutorials, and FAQs for continuous learning and support.

Warranty/Guarantee

Jovee™ as a SaaS solution includes a standard warranty throughout the contract, covering defects, operational reliability, and service-level performance as defined in the SLA. During this period:

Quota and Usage Limits: Service is subject to clearly defined quotas and usage limits to ensure optimal performance, specified in the agreement. Customizable plans are available to adjust quotas as needed.

Remedies: Any service interruptions, defects, or failures not attributable to customer actions will be promptly addressed at no additional cost within the warranty period.

Service Level Agreements (SLAs), the base SLA for Jovee guarantees:
- 99.9% Uptime with detailed monitoring and performance reporting.
- Response Times: Severity-based response times, such as critical issues being addressed within 2 hours during business hours/days.

Any extended or customized SLAs not covered in the standard agreement can be negotiated and appended to the RFP response as optional enhancements.

EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL

Place a checkmark next to each category you are offering in your proposal:

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

___ Service Category #2: Other Ancillary Goods or Services (List Below)

Refer to Exhibit 1 –Pricing Proposal Worksheet Attachment.

Voicebot Minutes		Price per minute
1	60,000	$0.1926
60,001	90,000	$0.1576
90,001	120,000	$0.1277
120,001	150,000	$0.1102
150,001	300,000	$0.1092
300,001	1,000,000	$0.0806
1,000,001	3,000,000	$0.0720
3,000,001	15,000,000	$0.0650
15,000,001	30,000,000	$0.0600

Chatbot Avatar minutes		Unit price
1	60,000	$0.1667
60,001	600,000	$0.1333
600,001	1,200,000	$0.0833
1,200,001	3,000,000	$0.0667
3,000,001	or more	$0.0625

Avatar customization - one time	$10,000

Considerations:

- Pay as you go based on actual customer interaction volumes.
  - Per minute Voicebot and Chatbot Avatar: Means all minutes generated from customer engagement captured in our system. All minutes are rounded up to the next minute.
  - We will provide an interface that allows you to review the monthly usage.
- Our solution in this offering is based on Jovee AI handling 100% of the initial interactions.
- Regular maintenance and software updates are included.
- Advanced customizations or feature additions may incur additional costs, which will be scoped and quoted as needed.
- Monthly minimums of $10,000 are required based on forecasted volumes.
- Pricing is valid for 180 days, starting from 1/24/2025.

APPENDIX A.2
Service Area Designation Forms

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(Exhibit 3 continued)

	Nationwide Service Area Designation or Identification Form		
Proposing Firm Name:	**Jovee LLC**		
Notes:	**Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.**		
	Will service all fifty (50) states	Will not service fifty (50) states	
	☑		
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.		
Item	**State**	**Region/MSA/City** **(write "ALL" if proposing to service entire state)**	**Designated as a Service Area**
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		

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9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		

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31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

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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
Elisa Eguiarte
Name of Authorized Person
Jovee LLC
Name of Company
5/8/25
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.
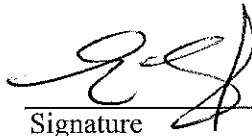
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated 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

Director of Business Development
Title

Jover LLC
Agency

5/8/25
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.
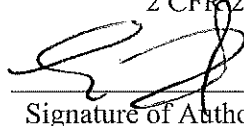
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services 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

Elisa Eguiarte
_____
Name of Authorized Person

Jovel LLC
_____
Name of Company

5/8/25
_____
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
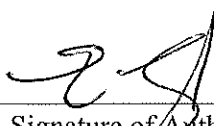   II.   the government entity does not receive bids from companies who can provide written verification.

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

Elisa Eguiarte
_____
Name of Authorized Person

Juel, LLC
_____
Name of Company

5/8/25
_____
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

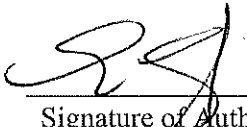II. does business with a company described by paragraph (I).

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.
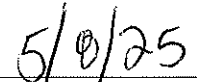
-OR-

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

_____
Signature of Authorized Person

Elisa Eguiarte
Name of Authorized Person

Jovee LLC
Name of Company

5/9/25
Date

APPENDIX E
DEBARMENT CERTIFICATION

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

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

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

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

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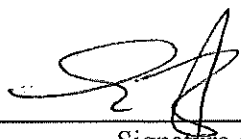
EXCEPTIONS:

_____

_____

_____

_____
Signature of Certifying Official

Title _Director of Business Development_

Date of Certification _5/8/25_
Form 1734
Rev.10-91
TPFS