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

Kinetech Cloud LLC ("Contractor")
8526 Vidor Ave.
San Antonio, TX 78216

ARTICLE I
RETENTION OF THE CONTRACTOR

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

ARTICLE II
SCOPE OF SERVICES

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

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

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

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

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

2.5 **NCTCOG Obligations**

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

2.6 **Participating Entity Obligations.**

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

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

2.7 **Contractor Obligations.**

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

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

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

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ARTICLE III
TERM

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

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

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

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

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

ARTICLE IV
COMPENSATION

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

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

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

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ARTICLE V
SERVICE FEE

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

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

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

ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII
REPRESENTATION AND WARRANTIES

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

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

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

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

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

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

ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX
GENERAL PROVISIONS

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

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

If to Contractor: **Kinetech Cloud LLC**
Attn: Craig Smith
8516 Vidor Ave.
San Antonio, TX 78216
Phone: 773-230-5157
Email: craig.smith@kinetechcloud.com

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

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

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

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

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

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

9.5.1 Workers' Compensation: Statutory limits and employer's liability of $100,000 for each accident or disease.
9.5.2 Commercial General Liability:
9.5.2.1 Required Limits:
$1,000,000 per occurrence;
$3,000,000 Annual Aggregate
9.5.2.2 Commercial General Liability policy shall include:
9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2   Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3   Coverage C: Medical Payments;

9.5.2.2.4   Products: Completed Operations;

9.5.2.2.5   Fire Legal Liability;

9.5.2.3   Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3   Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: $1,000,000 combined single limit each accident.

9.5.4   Professional Errors and Omissions liability:

9.5.4.1   Required Limits:

$1,000,000 Each Claim

$1,000,000 Annual Aggregate

9.6   **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7   **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8   **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9   **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.

9.10   **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

9.11   **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

9.12   **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

9.13   **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

9.14   **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

9.15   **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

9.16   **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

9.17   **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.

9.18   **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X
ADDITIONAL REQUIREMENTS

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

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

10.3   **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.

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

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

10.6   **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for

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

10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding $100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.

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

10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.

10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state   agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

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

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

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

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

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

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

10.12 Disadvantaged Business Enterprise Program Requirements

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

10.13 Pertinent Non-Discrimination Authorities

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

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

a. Receive payments from state funds under a contract to provide property, materials or services; or

b. Receive a state-funded grant or loan.

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

10.15 House Bill 89 Certification

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

_____
_____

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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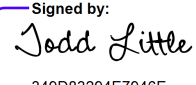
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Kinetech Cloud LLC

DocuSigned by:

_____   6/17/2025
F988E6A1D5284E7...
Signature   Date

Craig Smith
_____
Printed Name

Vice President, Sales
_____
Title

North Central Texas Council of Governments

Signed by:

Todd Little
_____   7/2/2025
349D83294E7946E...
Signature   Date
Todd Little
Executive Director

APPENDIX A
Statement of Work

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

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

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

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

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

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

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

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

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

- **Customer Focus**: Delivering user-friendly, agile solutions that exceed client expectations.

Kinetech's commitment to innovation and excellence has been demonstrated in projects such as managing over $1.5 billion in assistance for public sector programs and supporting critical modernization initiatives for state and local governments. The company's adaptable solutions and experienced team make it a trusted partner for long-term success.

d. Significant Requirements Not Met
Clearly state any significant requirements from the Scope of Work that your organization is unable to meet. Provide a rationale for why these requirements cannot be met and suggest any potential alternatives or solutions.

Kinetech has thoroughly reviewed the Scope of Work outlined in the solicitation. Based on our evaluation, we are confident in our ability to meet the requirements using the Mendix low-code platform and our Kinetech GovCloud suite of solutions. Nothing stood out as something not addressable with our skills or the technology we leverage.

If applicable, identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

Kinetech leverages Mendix Low Code and major Cloud and AI Providers such as AWS and Microsoft.

4. Technical Proposal
This section should constitute the major portion of the submittal. Respondents are required to clearly identify which project deliverables their proposed solution addresses (refer to Section 5.1) and detail their capabilities, knowledge, and skills related to the desired deliverables, objectives, technical requirements, and expectations as outlined in Section 5.0: Specifications.

The Technical Proposal should include, but not be limited to, the following:

a. Project Deliverables: Clearly specify how your proposed solution addresses each deliverable outlined in Section 5.1, including detailed descriptions of functionalities and approaches for each challenge objective.

Kinetech's GovCloud platform, built on the Mendix low-code development framework, is designed to address the specific challenges outlined in Section 5.1 of the RFP. Below is a detailed response to each challenge objective:

1. Operational Efficiency and Automation

- **Proposed Solution**: Kinetech GovCloud automates repetitive and manual processes such as eligibility screening, case management, and reporting through configurable workflows and AI-powered tools.
- **Functionality**:
  - o Automated eligibility determination using AI-driven decision trees.
  - o Digital document management with mobile photo uploads and secure storage.
  - o Streamlined workflows for application review, approval, and payment processing.
- **Approach**:
  - o Implement robotic process automation (RPA) to eliminate manual data entry.
  - o Provide role-based dashboards to enhance productivity for caseworkers.
  - o Integrate AI to detect bottlenecks and suggest operational improvements.

2. Enhanced Citizen Engagement

- **Proposed Solution**: Deploy user-friendly web portals and mobile applications to enhance the citizen experience and increase accessibility.
- **Functionality**:
  - o Self-service portals for eligibility pre-screening, document submission, and real-time application status updates.
  - o Multilingual support (e.g., English and Spanish) for broader inclusivity.
  - o AI chatbots for 24/7 customer service.
- **Approach**:
  - o Ensure compliance with ADA and WCAG standards for accessibility.
  - o Design intuitive mobile-first interfaces with real-time notifications for applicants.
  - o Use geolocation services for context-aware assistance.

3. Data-Driven Decision Making

- **Proposed Solution**: Leverage advanced analytics and predictive modeling to provide actionable insights for program optimization.
- **Functionality**:
  - o Real-time dashboards displaying key performance indicators (KPIs) for program management.
  - o Predictive analytics to forecast demand for services and allocate resources efficiently.
  - o Fraud detection through anomaly detection algorithms.
- **Approach**:
  - o Centralize data from disparate systems for unified analysis.
  - o Provide decision-makers with customizable reporting tools.
  - o Use machine learning to identify patterns and trends for proactive program adjustments.

4. Improved Inter-Agency Collaboration

- **Proposed Solution**: Provide a unified platform that facilitates seamless data sharing and communication between agencies.
- **Functionality**:
  - o Secure APIs for integration with existing agency systems.
  - o Role-based access controls to protect sensitive information.
  - o Real-time data synchronization across departments.

- **Approach**:
  - Enable interoperability using Mendix's standards-based APIs (REST, SOAP, OData).
  - Implement shared dashboards to provide visibility into inter-agency operations.
  - Offer configurable modules that cater to the needs of multiple stakeholders.

5. Enhanced Fraud Detection and Prevention

- **Proposed Solution**: Deploy AI and machine learning algorithms to identify and flag fraudulent activities across programs.
- **Functionality**:
  - Cross-referencing applicant information across datasets to identify inconsistencies.
  - Anomaly detection to flag suspicious behavior or irregular patterns.
  - Automated alerts and workflows for fraud investigation.
- **Approach**:
  - Leverage historical data to train AI models for fraud detection.
  - Provide auditors with tools to trace and validate flagged transactions.
  - Collaborate with agencies to continuously refine fraud-detection algorithms.

6. Scalability and Future-Readiness

- **Proposed Solution**: Kinetech GovCloud is designed to scale effortlessly to meet evolving program needs while remaining adaptable to new technologies and policies.
- **Functionality**:
  - Cloud-native architecture supporting horizontal and vertical scaling.
  - Modular design allowing for the addition of new features without disruption.
  - Regular updates to incorporate emerging technologies like AI and IoT.
- **Approach**:
  - Deploy solutions on cloud environments like AWS GovCloud for flexibility and resilience.
  - Design applications with microservices architecture for seamless upgrades.
  - Provide training and documentation to ensure staff can easily adapt to system changes.

7. Timely and Accurate Reporting

- **Proposed Solution**: Provide automated reporting and dashboard capabilities to ensure compliance with state and federal regulations.
- **Functionality**:
  - Pre-built and customizable report templates.
  - Integration with BI tools for in-depth analysis.
  - Automated grant and compliance reporting.
- **Approach**:
  - Generate reports in real-time to reduce manual effort.
  - Provide visualization tools to highlight key metrics.
  - Ensure reports meet the formatting and data requirements of oversight agencies.

Mendix Capabilities and how they apply to 5.1 Challenge Objectives:

Mendix is the leading AI development platform. All Mendix applications can leverage the capabilities below. Kinetech has the capability of incorporating and working with any of these capabilities:

- **Generative AI Integrations**:

  - **OpenAI Connector**: Integrates with GPT models (e.g., GPT-3.5, GPT-4) and DALL-E for text generation and image creation.
  - **Amazon Bedrock**: Provides access to generative AI models from AWS, Anthropic, Cohere, and others.

- **Machine Learning Embedding**:

  - **ML Kit**: Supports embedding TensorFlow, PyTorch, and ONNX models directly into Mendix applications, reducing latency and enhancing data privacy.

- **Cognitive Services Integration**:

  - Offers seamless integration with Microsoft Azure AI, AWS AI, and Google AI for features such as natural language processing, image recognition, and real-time translation.

- **Conversational UI**:

  - Includes reusable components for building AI-powered chatbots and conversational interfaces integrated with large language models.

By incorporating these built in AI tools, Kinetech GovCloud can address Seciton 5.1 Challenges, for example:

Administration

- **AI-Powered Tools**: Predictive analytics and real-time dashboards for strategic planning and policy analysis.
- **Impact**: Provides data-driven decision-making and performance tracking to enhance governance.

b. Development Services

- **AI Streamlining**: Automates permit processing, schedules inspections using AI scheduling, and provides 24/7 chatbot support for developers and residents.
- **Impact**: Reduces processing time and improves communication.

c. Event Center

- **Customer Engagement**: AI-driven ticketing systems predict demand, personalize event recommendations, and optimize event management.
- **Impact**: Enhances customer satisfaction and increases operational efficiency.

d. Economic Development

- **AI Insights**: Predictive models to identify investment opportunities and business trends.
- **Impact**: Streamlines business registration and facilitates economic growth.

e. Finance and Budget

- **AI Forecasting**: Supports financial modeling, budget allocation optimization, and anomaly detection in transactions.
- **Impact**: Improves financial management accuracy and efficiency.

f. Human Resources (HR)

- **AI in HR**: Automates recruitment workflows, uses sentiment analysis to enhance engagement, and provides AI-based onboarding tools.
- **Impact**: Streamlines HR operations and improves employee satisfaction.

g. Information Technology and Cybersecurity (IT)

- **AI-Driven IT**: Automates Help Desk ticket resolution, generates IT documentation, and detects cybersecurity threats proactively.
- **Impact**: Reduces IT workload and enhances security posture.

h. Library Services

- **Personalized Assistance**: Recommender systems and AI chatbots improve catalog searches and provide automated support.
- **Impact**: Enhances user experience and increases library resource usage.

i. Municipal Courts

- **AI for Legal Systems**: Automates case scheduling and routine inquiries while providing NLP tools for legal information access.
- **Impact**: Streamlines court operations and improves citizen engagement.

j. Parks and Recreation

- **AI-Enhanced Programs**: Offers personalized activity recommendations, streamlines registrations, and tracks program performance.
- **Impact**: Boosts program participation and operational efficiency.

k. Parks Maintenance

- **AI Optimization**: Predictive tools schedule maintenance and allocate resources efficiently.
- **Impact**: Improves service delivery and resident satisfaction.

l. Public Works

- **Project Management**: AI tools optimize project schedules, manage resources, and provide real-time updates to residents.
- **Impact**: Increases transparency and operational efficiency.

m. Utility Billing

- **AI Billing Tools**: Automates inquiries, detects anomalies in billing, and offers real-time usage updates.
- **Impact**: Reduces errors and enhances customer satisfaction.

n. Visitors Bureau

- **Tourism Management**: AI-powered recommendations and analytics improve visitor engagement and event planning.
- **Impact**: Enhances the overall tourist experience.

o. Other Government Entity Departments

- **Service Innovations**: AI automates routine tasks, improves data-driven insights, and optimizes workflows.
- **Impact**: Boosts overall efficiency and responsiveness.

b. Technical Approach: Detail the technical approach for implementing the proposed solution, including:

- Methodologies for design and development.
- Integration strategies with existing government systems.
- User-friendliness and accessibility considerations.

Technical Approach for Implementing the Proposed Solution
Kinetech's technical approach leverages its expertise in low-code application development, particularly through the Mendix platform, to deliver scalable, user-friendly, and highly integrable AI-driven solutions. Below are the details of our technical approach across the specified areas:

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1. Methodologies for Design and Development
- **Agile Development Framework**:
  Kinetech employs Agile methodologies to ensure iterative, collaborative, and adaptive development cycles. This approach minimizes risk and ensures solutions align with evolving project requirements.
  - **Sprints**: Two-week development cycles for frequent delivery of functional modules.
  - **Scrum Meetings**: Daily stand-ups and stakeholder reviews for alignment and feedback.
  - **Continuous Testing**: Rigorous quality assurance through unit, integration, and user acceptance testing (UAT).

- **User-Centric Design**:
  - Employ a **human-centered design** approach to ensure that the application addresses the needs of end-users effectively.
  - Incorporate wireframes, prototypes, and usability testing in early stages to refine workflows.
  - Leverage AI tools for predictive modeling and decision support.
- **Rapid Deployment via Low-Code**:
  - Utilize Mendix's drag-and-drop interface for faster development and reduced technical complexity.
  - Build modular, reusable components to enable scalability and flexibility.

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2. Integration Strategies with Existing Government Systems

- **Standards-Based Integration**:
  - Leverage APIs (REST, SOAP, OData) to connect seamlessly with existing systems.
  - Ensure compliance with government standards for interoperability and data security (e.g., FedRAMP, SOC 2, ISO 27001).
-
- **Middleware and Data Adapters**:
  - Deploy middleware for integrating with legacy systems that lack modern APIs.
  - Use data adapters to facilitate smooth transitions between disparate systems.
  - **Real-Time Synchronization**:
    - Enable bi-directional data flows between the proposed solution and existing databases.
    - Use event-driven architecture to synchronize updates across platforms.
  - **System Agnosticism**:
    - Design solutions that are compatible with various government platforms, whether cloud-based (e.g., AWS GovCloud) or on-premises.
  - **Proven Integration Examples**:
    - Kinetech has successfully integrated with platforms such as GIS systems (e.g., Esri ArcGIS), financial systems, and legacy databases in public sector projects like San Antonio and Michigan.

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3. User-Friendliness and Accessibility Considerations

- **Intuitive User Interfaces**:
  - Mobile-first design to ensure seamless access across devices.
  - Simplified dashboards tailored to different user roles (e.g., administrators, citizens, caseworkers).
- **Accessibility Compliance**:
  - Ensure compliance with **ADA** and **WCAG 2.1** standards to support users with disabilities.
  - Provide multilingual support (e.g., English and Spanish) to ensure inclusivity.
- **Training and Support**:
  - Provide detailed user guides, training sessions, and a "train-the-trainer" model to empower staff.
  - Record training modules for future use and onboarding.

- **AI-Powered Assistance**:
    - o Integrate AI chatbots for 24/7 support to address common queries.
    - o Use predictive analytics to provide personalized recommendations and streamline navigation.
- **Proactive Error Handling**:
    - o Implement error detection and contextual help features within the application to enhance usability.
    - o Provide clear, actionable error messages to guide users.

Conclusion Kinetech's technical approach ensures a balance between robust functionality, seamless integration, and user accessibility. By leveraging Agile methodologies, proven integration strategies, and user-focused design principles, Kinetech will deliver a scalable, intuitive, and future-proof solution tailored to the specific needs of the government.

c. Performance Metrics: Describe how you will measure success and performance, including key performance indicators (KPIs) for each deliverable. Include approaches to ensure accuracy, reliability, and continuous improvement of the AI solutions.

Kinetech would work with Stakeholders on determining KPIs and we leverage our dynamic dashboards to present KPIs to all relevant stakeholders.

d. Risk Management: Outline any potential risks associated with the proposed solution and describe your strategies for mitigating these risks.

Risk Management

Kinetech understands the importance of proactively identifying and managing risks associated with implementing AI solutions. Our risk management approach combines thorough analysis, planning, and continuous monitoring to ensure successful project outcomes. Below are the key potential risks and our strategies for mitigating them:

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1. Data Privacy and Security Risks

- **Risk**: Breaches of sensitive data or non-compliance with privacy regulations (e.g., GDPR, HIPAA, or local laws).
- **Mitigation Strategies**:
    - o Utilize encryption (AES-256) for data at rest and in transit.
    - o Implement strict access controls with role-based permissions.
    - o Ensure compliance with industry standards, including FedRAMP, SOC 2, and ISO 27001.
    - o Conduct regular vulnerability assessments and penetration testing.

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2. Integration Challenges

- **Risk**: Difficulties integrating AI tools with legacy systems or incompatible platforms.
- **Mitigation Strategies**:
    - o Perform a comprehensive assessment of existing systems before development.

- o Use Mendix's robust API integration capabilities (REST, SOAP, OData).
- o Develop middleware to bridge gaps between legacy systems and modern applications.
- o Implement phased rollouts to minimize disruptions and test compatibility.

3. User Adoption and Change Management

- **Risk**: Resistance from staff or citizens in adapting to new AI-driven workflows.
- **Mitigation Strategies**:
  - o Conduct stakeholder engagement workshops during project design to address concerns and gather input.
  - o Provide comprehensive training and support using a "train-the-trainer" model.
  - o Design intuitive user interfaces with minimal learning curves.
  - o Create detailed user guides and conduct regular feedback sessions to ensure satisfaction.

4. AI Model Accuracy and Bias

- **Risk**: Potential inaccuracies in AI predictions or biased outcomes due to insufficient training data.
- **Mitigation Strategies**:
  - o Use diverse and representative datasets for training AI models.
  - o Conduct regular audits of AI models to identify and address bias or inaccuracies.
  - o Incorporate human oversight for critical decision-making processes.
  - o Continuously update models with new data to improve performance over time.

5. Scalability Risks

- **Risk**: The solution may not scale effectively to accommodate future growth or increased demand.
- **Mitigation Strategies**:
  - o Leverage Mendix's microservices architecture to ensure scalability.
  - o Deploy on cloud-native platforms like AWS GovCloud to handle scaling needs.
  - o Regularly monitor system performance and capacity to anticipate and address potential bottlenecks.
  - o Design modular components for seamless expansion without disrupting existing operations.

6. Implementation Delays

- **Risk**: Unexpected delays during development, testing, or deployment phases.
- **Mitigation Strategies**:
  - o Use Agile methodologies with two-week sprints to deliver incremental progress and address blockers early.
  - o Establish clear timelines, milestones, and deliverables during project planning.
  - o Conduct regular progress reviews with stakeholders to ensure alignment.

       o   Maintain a buffer in project schedules to account for unforeseen challenges.

7. Maintenance and Long-Term Support

- **Risk**: Insufficient ongoing support could lead to performance degradation or unresolved issues.
- **Mitigation Strategies**:
  - Provide Service Level Agreements (SLAs) for Tier 2 and Tier 3 support.
  - Set up automated monitoring tools to identify issues before they impact users.
  - Offer regular system updates to ensure compatibility with evolving technology.
  - Establish a clear escalation process for addressing high-priority incidents.

8. Stakeholder Misalignment

- **Risk**: Miscommunication or misalignment between project stakeholders could derail progress.
- **Mitigation Strategies**:
  - Assign a dedicated project manager to facilitate communication and manage expectations.
  - Use collaboration tools to provide real-time updates and ensure transparency.
  - Schedule regular check-ins with stakeholders to address concerns and refine objectives.

Conclusion

Kinetech's proactive risk management strategy ensures that potential risks are minimized and addressed efficiently. By leveraging industry best practices, continuous stakeholder collaboration, and cutting-edge technology, we are confident in delivering a secure, reliable, and impactful solution.

       e.   Compliance and Standards: Confirm adherence to relevant regulations and standards, including data privacy laws (e.g., GDPR, HIPAA), and detail how your solution will maintain compliance.

Compliance and Standards

Kinetech is committed to delivering solutions that adhere to all relevant regulations and standards, ensuring secure and compliant operations for government entities. Below is an overview of our adherence to key compliance requirements and the strategies employed to maintain them:

Adherence to Regulations and Standards

1. **Data Privacy and Protection**:
   - **GDPR**: Kinetech ensures compliance with the General Data Protection Regulation (GDPR) for handling personally identifiable information (PII) of European

residents. Data collection, storage, and processing are designed to meet GDPR principles such as data minimization, purpose limitation, and user consent.
- **HIPAA**: For healthcare-related projects, Kinetech implements all required safeguards, including data encryption, access controls, and audit trails, to protect protected health information (PHI) as per the Health Insurance Portability and Accountability Act (HIPAA).
- **FERPA**: When dealing with educational data, Kinetech complies with the Family Educational Rights and Privacy Act (FERPA) to safeguard student records.
- **State-Specific Privacy Laws**: Adherence to state regulations such as the California Consumer Privacy Act (CCPA) or Texas Privacy Protection Act is ensured through tailored compliance frameworks.

2. **Security Standards**:
- **FedRAMP**: Mendix's cloud services are FedRAMP certified, ensuring that our solutions meet federal security requirements for cloud-hosted environments.
- **SOC 2**: Kinetech adheres to SOC 2 standards, ensuring robust controls for security, availability, processing integrity, confidentiality, and privacy.
- **ISO 27001**: Implementation of a formalized information security management system (ISMS) to protect data assets.
- **NIST**: Align solutions with the National Institute of Standards and Technology (NIST) Cybersecurity Framework for risk management and threat mitigation.

3. **Accessibility Standards**:
- **ADA**: Our solutions comply with the Americans with Disabilities Act (ADA) to ensure accessibility for all users.
- **WCAG 2.1**: Kinetech adheres to Web Content Accessibility Guidelines (WCAG) to provide an inclusive experience for users with disabilities.

Strategies to Maintain Compliance

1. **Design and Development Processes**:
- **Privacy by Design**: Incorporate data protection principles into the architecture and design of our solutions.
- **Data Encryption**: Use AES-256 encryption for data at rest and TLS 1.2+ for data in transit.
- **Access Control**: Implement role-based access controls (RBAC) to limit access to sensitive information.

2. **Ongoing Monitoring and Audits**:
- Conduct regular compliance audits to ensure adherence to evolving regulations and standards.
- Utilize automated monitoring tools to detect and respond to potential compliance issues in real time.

3. **Employee Training**:
- Regular training for employees on data privacy, security standards, and compliance requirements.
- Maintain certifications for all developers and support staff on relevant standards.

4. **Vendor and Partner Management**:
- Evaluate and ensure third-party vendors comply with applicable standards and regulations.
- Mandate data-sharing agreements to define clear responsibilities for compliance.

5. **Incident Response Plans**:
   - ○ Develop robust incident response plans to handle data breaches or non-compliance issues swiftly and effectively.
   - ○ Notify relevant authorities and affected parties in accordance with regulatory requirements.

5. *Pricing*

Respondents should furnish a proposal that specifies pricing for the solutions and/or services they propose. For more information, please refer to **Exhibit 1**. Points will be awarded based on the competitiveness and clarity of the Price Proposal.

The published Kinetech Public Sector Pricelist is included in our submission. It is a superset of the spreadsheet provided.

Kinetech Pricing Overview

Kinetech's pricing is structured to deliver flexibility, efficiency, and value, supporting customers with a range of needs in both public and private sectors. The pricing model revolves around two primary approaches—**Custom Development Projects** and **SaaS (Software as a Service)**—both of which leverage Kinetech's proprietary **GovCloud platform**.

GovCloud Overview

GovCloud is a configurable suite of low-code modules designed to meet the majority of requirements outlined in Section 5.1. Built on the Mendix low-code platform, GovCloud accelerates development timelines, reduces costs, and provides robust solutions for applications in areas such as housing, transportation, energy assistance, and more.

- ● **For Custom Development Projects**: GovCloud is sold as an accelerator, enabling faster application development by significantly reducing the time and resources required to meet specific project requirements.
- ● **For SaaS Deployments**: GovCloud is delivered as a supported SaaS solution, including the Mendix runtime. Customers benefit from a fully managed environment where Kinetech handles hosting, updates, maintenance, and support.

Licensing Models

1. **Custom Development Projects (Full Use Model)**:
   - ○ Customers retain full ownership of the Mendix model, giving them control over development, enhancements, and maintenance.
   - ○ GovCloud is provided as a development accelerator, integrating prebuilt low-code modules to streamline the project while offering flexibility for customization.
   - ○ This model suits organizations seeking autonomy in managing their applications while leveraging Kinetech's expertise during development.
2. **SaaS (Runtime License Model)**:
   - ○ Applications are delivered as a fully supported SaaS solution through GovCloud, with Mendix runtime included.

6. Proposed Value-Add – 5 additional points.

Respondents are encouraged to include a Value-Add section in their submission to showcase innovative approaches or supplementary functionalities that could enhance the efficiency and effectiveness of our public sector operations beyond the primary scope of this RFP. This section should highlight any additional capabilities or services not explicitly detailed in the Scope of Work but that the respondent believes would be of benefit.

Value-Add: Composable, Agile, and Future-Ready Solutions

Kinetech's approach leverages the Mendix low-code platform to deliver a modular, adaptable, and future-proof solution tailored to meet evolving public sector needs. Below are the core value-added features of our offering:

1. Composable and Modular Architecture with Flexible Pricing Models

- **What It Adds**: Our composable design ensures an exact fit to your unique requirements, enabling rapid deployment and ongoing adaptability.
- **How It Helps**:
  - o **Fast Implementation**: Modular components reduce development time, ensuring solutions are delivered quickly without sacrificing quality.
  - o **Agility for Change**: The architecture supports seamless updates and expansions to accommodate evolving program needs or policy changes.
  - o **Cost Efficiency**: Reusable modules minimize long-term development and maintenance costs. Flexibility in the pricing models - custom or SaaS. SaaS offerings that aren't tied to users.

2. FedRAMP-Compliant, Secure, and Scalable

- **What It Adds**: The Mendix platform is FedRAMP-compliant out of the box, ensuring the highest standards of security for government applications.
- **How It Helps**:
    - Provides peace of mind with pre-certified compliance for federal, state, and local agencies.
    - Scalability ensures the solution grows with program demand, whether deployed on AWS GovCloud, Azure, or other cloud environments.
    - Built-in data encryption, access control, and auditing tools safeguard sensitive information.

3. Technology Agnostic and Robust Integration

- **What It Adds**: Mendix's cloud-native platform is technology agnostic, enabling seamless integration with existing systems and future technologies.
- **How It Helps**:
    - Connects with legacy systems and modern tools through robust API support (REST, SOAP, OData).
    - Simplifies integrations with mainstream platforms like Esri GIS, financial systems, and CRM tools.
    - Ensures long-term compatibility with evolving IT ecosystems.

4. Leading Platform for Low-Code and AI Development

- **What It Adds**: Mendix is recognized as the leading low-code and AI application development platform, offering built-in integrations with AI technologies from leaders like AWS and Microsoft.
- **How It Helps**:
    - Facilitates the rapid development of AI-driven applications for predictive analytics, natural language processing, and machine learning.
    - Provides pre-built connectors to mainstream AI tools, accelerating implementation and reducing complexity.
    - Supports cutting-edge innovation with an intuitive interface, enabling both technical and non-technical users to collaborate.

Conclusion

Kinetech's use of the Mendix platform ensures a secure, adaptable, and future-proof solution. By combining a modular architecture with the industry's leading low-code and AI capabilities, our approach delivers unmatched efficiency, agility, and long-term value for public sector operations.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants
Service Category 1 – Artificial Intelligence (AI) Solutions for Public Sector Entities:

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		MSRP Pricing					
BRAND	**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER**	**MSRP**	**Unit**	**TxShare Discount**	**Comments**	
Kinetech Managed Mendix Low Code Software							
Mendix	Mendix-Single App Standard Platform Package	KC--MX-SA-STD	$ 14,460.00	p/instance	6%		
Mendix	Mendix-Single App Premium Platform Package	KC--MX-SA-PREM	$ 28,910.00	p/instance	6%		
Mendix	Mendix-Multi-App Standard Platform Package	KC--MX-MA-STD	$ 36,140.00	p/instance	6%		
Mendix	Mendix-Multi-App Premium Platform Package	KC--MX-MA-PREM	$ 72,270.00	p/instance	6%		
Mendix	Mendix-Multi-App Internal User Tier 1 (0-500 users)	KC--MX-MA-INUSER-T1	$ 448.50	p/user	6%		
Mendix	Mendix-Multi-App Internal User Tier 2 (501 - 5000 users)	KC--MX-MA-INUSER-T2	$ 269.10	p/user	6%		
Mendix	Mendix-Multi-App Internal User Tier 2 (501 - 5000 users)	KC--MX-MA-INUSER-T2	$ 89.70	p/user	6%		
Mendix	Mendix-Single App Internal User Tier 1 (0-500 users)	KC--MX-SA-INUSER-T1	$ 179.40	p/user	6%		
Mendix	Mendix-Single App Internal User Tier 2 (501 - 5000 users)	KC--MX-SA-INUSER-T2	$ 17.94	p/user	6%		
Mendix	Mendix-Single App Internal User Tier 3 (5001 - 50k users)	KC--MX-SA-INUSER-T3	$ 1.79	p/user	6%		
Mendix	Mendix-Multi-App External User Tier 1 (0-500 users)	KC--MX-MA-EXUSER-T1	$ 42.78	p/user	6%		
Mendix	Mendix-Multi-App External User Tier 2 (501 - 5000 users)	KC--MX-MA-EXUSER-T2	$ 10.76	p/user	6%		
Mendix	Mendix-Multi-App External User Tier 3 (5,001 - 50,000 users)	KC--MX-MA-EXUSER-T3	$ 1.38	p/user	6%		
Mendix	Mendix-Multi-App External User Tier 4 (50K - 5000K users)	KC--MX-MA-EXUSER-T3	$ 0.28	p/user	6%		
Kinetech Managed AWS Cloud Resources							
Mendix	Kinetech Managed AWS Cloud Resource- Small	KC--CL-S	$ 1,180.80	p/resource	2.00%		
Mendix	Kinetech Managed AWS Cloud Resource- Medium	KC--CL-M	$ 2,361.60	p/resource	2.00%		
Mendix	Kinetech Managed AWS Cloud Resource- Large	KC--CL-L	$ 4,723.20	p/resource	2.00%		
Mendix	Kinetech Managed AWS Cloud Resource- X-Large	KC--CL-XL	$ 9,446.40	p/resource	2.00%		
Mendix	Kinetech Managed AWS Cloud Resource- XX-Large	KC--CL-XXL	$ 18,892.80	p/resource	2.00%		
Mendix	Kinetech Managed AWS Cloud Resource- 3X-Large	KC--CL-3XL	$ 37,785.60	p/resource	2.00%		
Mendix	Kinetech Managed AWS Premium Cloud Resource- Small	KC--MX-PCRP-S	$ 1,771.20	p/resource	2.00%		
Mendix	Kinetech Managed AWS Premium Cloud Resource- Medium	KC--MX-PCRP-M	$ 3,542.40	p/resource	2.00%		
Mendix	Kinetech Managed AWSPremium Cloud Resource- Large	KC--MX-PCRP-L	$ 7,084.80	p/resource	2.00%		
Mendix	Kinetech Managed AWS Premium Cloud Resource- X-Large	KC--MX-PCRP-XL	$ 14,169.60	p/resource	2.00%		
Mendix	Kinetech Managed AWS Premium Cloud Resource- XX-Large	KC--MX-PCRP-XXL	$ 28,339.20	p/resource	2.00%		
Mendix	Kinetech Managed AWS Premium Cloud Resource- 3X-Large	KC--MX-PCRP-3XL	$ 56,678.40	p/resource	2.00%		
Mendix	Mendix Private Cloud - Base Package (Inc. 3 Environments)	KC--MX-PRCL-BASE	$ 7,272.00	p/instance	2.00%		
Mendix	Mendix-MX for Private Cloud Environments Tier 1	KC--MX-PRCL-E-T1	$ 633.60	p/environment	2.00%		
Mendix	Mendix-MX for Private Cloud Environments Tier 2	KC--MX-PRCL-E-T2	$ 460.80	p/environment	2.00%		
Mendix	Mendix Support for Single App On Premise Deployment	KC-MX-SA-ONPREM	$ 7,560.00	p/environment	2.00%		
Mendix	Mendix Support for Multi-App On Premise Deployment	KC-MX-SA-ONPREM	$ 37,800.00	p/environment	2.00%		
Kinetech GovCloud Platform & SLA							
Kinetech	GovCloud - Tier 1	KC-GC-Tier-1	$ 29,500.00	p/instance	8.00%		
Kinetech	GovCloud - Tier 2	KC-GC-Tier-2	$ 49,500.00	p/instance	8.00%		
Kinetech	GovCloud - Tier 3	KC-GC-Tier-3	$ 79,500.00	p/instance	8.00%		
Kinetech	GovCloud - Tier 4	KC-GC-Tier-4	$ 124,500.00	p/instance	8.00%		
Kinetech	GovCloud - Tier 5	KC-GC-Tier-5	$ 184,500.00	p/instance	8.00%		
Kinetech	GovCloud Pro SLA	KC-PROSLA-5	$ 27,500.00	p/instance	8.00%		
Kinetech	GovCloud Pro SLA - Tier 1	KC-ProSLA-I	$ 7,375.00	p/instance	4.00%		
Kinetech	GovCloud Pro SLA - Tier 2	KC-ProSLA-2	$ 12,375.00	p/instance	4.00%		
Kinetech	GovCloud Pro SLA - Tier 3	KC-ProSLA-3	$ 19,875.00	p/instance	4.00%		
Kinetech	GovCloud Pro SLA - Tier 4	KC-ProSLA-4	$ 31,125.00	p/instance	4.00%		
Kinetech	GovCloud Pro SLA - Tier 5	KC-ProSLA-5	$ 46,125.00	p/instance	4.00%		

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Expert Services

BRAND	**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER**	**MSRP**	**Unit**		
Kinetech	Managing Director	KC-ES-MD	$ 305.00	p/hour	4.00%	
Kinetech	Director	KC-ES-Director	$ 250.00	p/hour	4.00%	
Kinetech	Expert Engineer	KC-ES-Expert	$ 205.00	p/hour	4.00%	
Kinetech	Senior Engineer	KC-ES-Advanced	$ 175.00	p/hour	4.00%	

Kinetech	Business Engineer	KC-ES-Engineer	$ 145.00	p/hour	4.00%	
Kinetech	Architect	KC-ES-Architect	$ 290.00	p/hour	4.00%	
Kinetech	Technical Lead	KC-ES-TechLead	$ 205.00	p/hour	4.00%	
Kinetech	Project Manager	KC-ES-PM	$ 175.00	p/hour	4.00%	
Kinetech	Integration Specialist	KC-ES-IntegrationSpecialist	$ 195.00	p/hour	4.00%	
Kinetech	UI/UX Specialist	KC-ES-UX	$ 175.00	p/hour	4.00%	
Kinetech	Support Specialist	KC-ES-Support	$ 150.00	p/seat	4.00%	
Kinetech	Blended GovCloud Implementation Rate	KC-ES-GCTeam	$ 185.00	p/10 seats	4.00%	
Kinetech	Rapid Developer Course	KCT- Rapid	$ 5,000.00	p/instance	4.00%	
Kinetech	Rapid Developer Course - On-site	KCT-OS-Rapid	$ 10,000.00	p/instance	4.00%	
Kinetech	Intermediate Developer Course	KCT-Int	$ 5,000.00	p/instance	4.00%	
Kinetech	Intermediate Developer Course - On-site	KCT-OS-Int	$ 10,000.00	p/instance	4.00%	
Kinetech	Intermediate Developer Certification	KCT-Cert-Int	$ 189.60	p/seat	4.00%	
Kinetech	Advanced Developer Course	KCT-Adv	$ 5,000.00	p/instance	4.00%	
Kinetech	Advanced Developer Course - On-site	KCT-OS-Adv	$ 10,000.00	p/instance	4.00%	
Kinetech	Advanced Developer Certification	KCT-Cert-Adv	$ 189.60	p/seat	4.00%	
Kinetech	Custom Training	KCT- Custom	$ 5,000.00	p/day	4.00%	

5. Pricing

Respondents should furnish a proposal that specifies pricing for the solutions and/or services they propose. For more information, please refer to **Exhibit 1**. Points will be awarded based on the competitiveness and clarity of the Price Proposal.

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   - GovCloud is provided as a development accelerator, integrating prebuilt low-code modules to streamline the project while offering flexibility for customization.
   - This model suits organizations seeking autonomy in managing their applications while leveraging Kinetech's expertise during development.
2. **SaaS (Runtime License Model)**:
   - Applications are delivered as a fully supported SaaS solution through GovCloud, with Mendix runtime included.

- ○ Kinetech retains ownership of the Mendix model and manages all updates, hosting, and maintenance.
- ○ This model simplifies deployment and management, allowing customers to focus on using the solution without worrying about underlying infrastructure.

Additional Offerings

- **Cloud Resources**: Kinetech offers managed AWS cloud resources to support application hosting, ranging from standard to premium configurations for varying performance needs.
- **Expert Services**: Customers can access Kinetech's team of experts, including architects, engineers, and project managers, to support development, customization, and ongoing improvements.
- **Training and Support**: Options include developer training and certification programs to help organizations build internal capabilities on the Mendix platform.

This structure ensures Kinetech's solutions can adapt to various customer needs, from those seeking full development control to those preferring a managed SaaS experience. GovCloud's modular design and low-code capabilities provide an efficient, scalable, and cost-effective path to achieving organizational goals.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

APPENDIX B

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

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

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

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

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

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

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

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

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

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

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

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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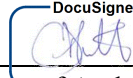
11. Trafficking in Persons

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

Check one of the following:

[X] 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.

DocuSigned by:

Craig Smith signature

F98E56AD5283457...

Signature of Authorized Person

Craig Smith

Name of Authorized Person

Kinetech Cloud LLC

Name of Company

6/17/2025

Date

APPENDIX C
RESTRICTIONS ON LOBBYING

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

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

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

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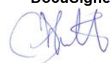
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DocuSigned by:

F988E6A1D5284E7...
_____
Signature

Vice President, Sales
_____
Title

Kinetech Cloud LLC
_____
Agency

6/17/2025
_____
Date

APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

    A)   Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).

    B)   Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).

    C)   Telecommunications or video surveillance services used by such entities or using such equipment.

    D)   Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

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

Check one of the following:

[X] 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.

DocuSigned by:

_____
F988E6A41D6284E7

Signature of Authorized Person

Craig Smith

_____
Name of Authorized Person

Kinetech Cloud LLC

_____
Name of Company

6/17/2025

_____
Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

A) means, with respect to the entity or association, to:
    I.   refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
    II.   refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    III.   terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:
    I.   contracts with a sole-source provider; or
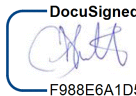   II.   the government entity does not receive bids from companies who can provide written verification.

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

Check one of the following:

[X] 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.

DocuSigned by:

[signature]

F988E6A1D5284E7...

Signature of Authorized Person

Craig Smith

Name of Authorized Person

Kinetech Cloud LLC

Name of Company

6/17/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

Check one of the following:

[X] 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.

DocuSigned by:

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Signature of Authorized Person

Craig Smith

Name of Authorized Person

Kinetech Cloud LLC

Name of Company

6/17/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

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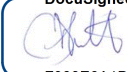(Name of lower tier participant)
are presently:

• 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:

_____

_____

_____

DocuSigned by:

F988E6A1D5284E7...

_____
Signature of Certifying Official
Vice President, Sales
_____
Title   6/17/2025
_____
Date of Certification
Form 1734
Rev.10-91
TPFS