

TXShare

Your Public Sector Solutions Center

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

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

GovWorx, Inc.
600 17th St, Suite 2800 South
Denver, CO 80202

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order

has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 The Contractor may expand its designated service area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated service area(s). NCTCOG reserves the right to publish or update service area information for public awareness and contract administration purposes.

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

2.6 NCTCOG Obligations

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

2.7 Participating Entity Obligations.

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

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

2.8 Contractor Obligations.

2.8.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #.

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

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

ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **September 30, 2027** (the “**Term**”), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three (3) additional one (1) year terms through **September 30, 2030**.

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

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

- 5.2 Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

If to Contractor: GovWorx, Inc.
600 17th St, Suite 2800 South
Denver, CO 80202
Attn: Scott MacDonald
Phone: 303-249-0621
scott@govworx.ai

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

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

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

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

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

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

- 9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.
- 9.5.2 Commercial General Liability:
 - 9.5.2.1 Required Limits:
 - \$1,000,000 per occurrence;
 - \$3,000,000 Annual Aggregate
 - 9.5.2.2 Commercial General Liability policy shall include:
 - 9.5.2.2.1 Coverage A: Bodily injury and property damage;
 - 9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;
 - 9.5.2.2.3 Coverage C: Medical Payments;
 - 9.5.2.2.4 Products: Completed Operations;
 - 9.5.2.2.5 Fire Legal Liability;
 - 9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 Professional Errors and Omissions liability:
 - 9.5.4.1 Required Limits:
 - \$1,000,000 Each Claim
 - \$1,000,000 Annual Aggregate
- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any appendices/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.

- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor 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 Termination for Convenience

The Contractor may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

10.24 Trafficking in Persons

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

10.25 Whistleblower Protection. PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating

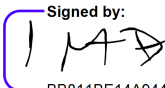
to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

10.26 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

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

Contractor Name

Signed by:



10/8/2025

BB811BE14A94430...

Signature

Date

Scott MacDonald

Printed Name

CEO

Title

North Central Texas Council of Governments

Signed by:



10/9/2025

349D83294E7946E...

Signature

Date

Todd Little

Executive Director

APPENDIX A

Statement of Work

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

The service categories under this agreement include both those explicitly identified by TXShare and those proposed by the respondent in their technical proposal.

The Service Categories are as follows:

- **Service Category #1:** AI Language Translation for 9-1-1
- **Service Category #2:** AI Language Transcription for 9-1-1
- **Service Category #3:** AI Quality Control for 9-1-1
- **Service Category #4:** Additional AI services for 9-1-1 not explicitly referenced in the RFP

Respondent has proposed services in all four categories as outlined in their Technical Proposal which is incorporated herein and made a part of this statement of work.

Directions: Mandatory Sections:

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

Section 5.1 – General Requirements

Section 5.2 – Language Support

Section 5.6 – Other Requirements

Service Category-Specific Sections:

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

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

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

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

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

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

Section Identifier	REQUIREMENT	SELECT COMPLIES, COMPLIES WITHIN 6 MONTHS AND DOES NOT COMPLY	RESPONSE NARRATIVE Note- If selecting "Complies within 6 months," include clear timeline including features roadmap and engineering assessment here.
5.1	GENERAL REQUIREMENTS		
a.	Certifications: List current certifications such as ISO 17100, ISO 9001. Documentation should be available upon request.	Complies	SOC 2 Type II HIPAA CJIS
b.	Interpreter Training: Ensure that language translation interpreters have received training specific to 9-1-1 call handling or possess similar call processing knowledge.	Complies within 6 Months	Partner solution for human interpreters by October 2025
c.	Access to Interpreters: Provide assurance of direct access to language translation interpreters without requiring unique pin codes.	Complies within 6 Months	Partner solution for human interpreters accessed directly from within CommsCoach ASSIST when needed for escalation or additional languages by October 2025
d.	Service Availability: Confirm the availability of services 24/7/365 to ensure continuous support.	Complies within 6 Months	Partner solution for human interpreters accessed directly from within CommsCoach ASSIST when needed for escalation or additional languages by October 2025
e.	List of Services: Specify the range of services your company can provide. Note that not all services need to be provided	Complies	Available today: Real time call transcription Real time call summarization, including key elements like nature, location and caller approach

	by a single vendor; multiple providers may be awarded under the TX Share cooperative.		Real time translation via text to convert to AI voice Real time evaluation of calls and prompts to call taker, dispatcher, supervisor based on pre-defined criteria for QA/QI, Policies, Procedures or guides Real time notifications based on what is happening in call using event level variables, key words and context-specific evaluation Reminders to call taker in real time of questions still needing to be asked and those already asked/answered Reminders to calltaker of what policy may or may not be needed based on current call Ability for dispatchers Full Quality Assurance evaluations of Call Audio, Radio Dispatch and CAD data with analytics, reports and workflows after the fact Automated feedback to telecommunicators via portal AI Training Simulations built from real calls / events AI Training Evaluations Available by October 2025 AI Pre-Hire Assessments Available by January 2026: Document creation and redaction using AI Document evaluation (reports, charts, events)
f.	Architectural Diagram and Scalability: Include an architectural diagram illustrating your solution and describe its scalability. Responses can include one or more models or solutions.	Complies	See Figure 1
g.	Implementation and Configuration Capabilities: Detail the implementation, integration, and configuration capabilities available to the Customer. Clarify if software installation and configuration are exclusive to your company and explain why, if applicable.	Complies	See Figure 2

h.	Impact Mitigation: Assure that any loss of connectivity or failure in translation or transcription services will not affect call-taking functionality.	Complies	Over the top solution that does interrupt voice call taking
5.2	LANGUAGE SUPPORT	Complies	
i.	Provide a comprehensive list of languages supported (minimum of five) by your application and list them by the relative feature. Include your company's roadmap of languages that will be supported in the future.	Complies	Figure 3
5.3	SERVICE CATEGORY #1: TRANSLATION SERVICES FOR 9-1-1		
j.	Real-time Audio Translation: Provide capabilities for real-time audio translation during live 9-1-1 calls.	Complies	
k.	Text Message Translation: Ensure text message translation for text-to-911 platforms or over-the-top (OTT) text-to-911 and text-from-911.	Complies within 6 Months	By December of 2025
l.	Operational Flexibility: Ensure that audio and text translation operates seamlessly across all ECCs (primary, secondary, backup), regardless of the call/text's origin or transfer points.	Complies	
m.	AI Language Detection: Demonstrate AI language detection capabilities to expedite access to language translations.	Complies	

n.	AI Voice Translation: Provide AI voice translation capabilities between 9-1-1 call takers and 9-1-1 callers.	Complies	
o.	Turnaround Time for Document Translation: Specify the turnaround time for non-emergency document translation (e.g., incident reports, public notices).	Complies within 6 Months	Automated, pre-redacted documents available within 60 minutes of request
p.	Bi-Directional Translation: Ensure all translation is bi-directional; translations of incoming audio/text must be into English for Customer's telecommunicators, and responses must be translated back into the original foreign language.	Complies	
q.	Logging and Accessibility: Log all translated conversations and make them available to Customer in real or near-real-time.	Complies	
r.	Secure Connectivity: Ensure connectivity to the translation service is diverse, secure, and actively monitored for security threats.	Complies	
s.	Translation Memory/Glossary: Support a translation memory or glossary for Customer to provide feedback on preferred translations	Complies within 6 Months	Expected to be delivered by October 2025
t.	Handling Misspellings: Explain how the proposed text translation solution will handle misspellings in the original language that may affect translation accuracy.	Complies within 6 Months	Expected to be delivered by October 2025 The platform uses contextual analysis and predictive language models trained specifically on emergency communication scenarios, enabling it to accurately infer and correct intended meanings even when words are misspelled or incomplete. This

			ensures accurate translation in real-time, maintaining clarity and reliability in critical communication moments.
u.	Pre-Translated Messages: Support the creation of pre-translated canned announcements or text messages for use by Customer in service request contexts.	Complies within 6 Months	Planned for Dec. 2025
v.	Handling Unidentified Languages: Address the handling of languages that cannot be identified by the translation service.	Complies	In scenarios where the language cannot be identified by our automated translation solution, CommsCoach ASSIST seamlessly integrates a live, human-based interpretation service through a direct connection to a language line provider. The call-taker can initiate immediate access to qualified human interpreters capable of assisting in hundreds of languages and dialects, ensuring that every caller can communicate effectively, regardless of language identification capability. This hybrid approach guarantees comprehensive language coverage, ensuring no caller's needs go unmet during critical emergencies.
w.	Continuous Improvement: Include a mechanism for improving the accuracy of translations over time for each supported language.	Complies	For those languages listed in Figure 3 where customizations are supported
5.4	SERVICE CATEGORY #2: TRANSCRIPTION SERVICES FOR 9-1-1		
x.	Accurate and Timely Transcription: Ensure accurate and timely transcription of live 9-1-1 calls and call recordings.	Complies	
y.	Keyword Tagging/Flagging: Implement tagging/flagging of key words such as “gun”, “unconscious”, “drowning” to enhance search capabilities.	Complies	

z.	Timestamped Verbatim Transcripts: Provide timestamped, verbatim transcripts with search capability to facilitate retrieval of key information.	Complies	
aa.	Text Translation Capabilities: Offer text translation capabilities for multilingual support.	Complies	
bb.	Optional Speaker Identification and Redaction: Provide optional speaker identification, noise filtering, and redaction services.	Complies	Speaker tagging is supported today Redaction by December 2025
cc.	Admissibility in Court: Ensure transcripts meet legal standards for admissibility in court.	Complies within 6 Months	Supported by December 2025
dd.	Logging and Storage: Implement logging and secure storage of transcripts to ensure accessibility and security for Customer.	Complies	
5.5	SERVICE CATEGORY #3: QUALITY CONTROL SERVICES FOR 9-1-1		
ee.	Call Quality Analysis: Evaluate calls for key performance metrics such as response time, adherence to protocols, tone of voice, empathy, accuracy of information collection, and overall call handling effectiveness.	Complies	CommsCoach's Quality Assurance (QA) functionality provides comprehensive and automated call evaluations, targeting critical key performance metrics including: • Response Time: Automatically measures time from call initiation to call-taker response, benchmarking against agency standards to identify delays or exceptional performance. • Adherence to Protocols: Uses real-time transcription and advanced NLP to assess call-taker compliance with

			established protocols and procedures, flagging deviations and providing immediate corrective feedback. • Tone of Voice & Empathy: Analyzes voice patterns, tone, sentiment, and word choices through AI-driven sentiment analysis to objectively measure the empathy, professionalism, and appropriateness of each interaction. • Accuracy of Information Collection: Evaluates the completeness and correctness of information gathered, validating critical data against call protocols, CAD entries, and call classification requirements. • Overall Call Handling Effectiveness: Provides holistic scores and detailed feedback summarizing strengths and areas for improvement across multiple dimensions, allowing supervisors to easily identify trends, coach staff, and elevate performance.
ff.	Anomaly & Risk Detection: Identify potential issues such as miscommunication, incomplete information gathering, delays in dispatch, or non-compliance with standard operating procedures.	Complies	
gg.	Sentiment & Stress Analysis: Apply natural language processing (NLP) and voice analytics to assess caller and dispatcher stress levels, emotional tone, and escalation patterns.	Complies	
hh.	Compliance Monitoring: Ensure calls are handled in accordance with regulatory standards and internal protocols, flagging any deviations for review.	Complies	
ii.	Reporting & Dashboards: Deliver customizable reports and interactive dashboards that provide insights into call performance, trends, and areas for improvement.	Complies	

jj.	Continuous Learning & Model Improvement: Regularly update and refine AI models based on feedback and new data to ensure high accuracy and relevancy.	Complies	Agencies and GovWorx can continuously update instructions provided to the AI with site-specific information
kk.	Quality Assurance Standards: At a minimum, should follow guidelines provided in the APCO/NENA ANS 1.107.1.2015 standard for the establishment of a Quality Assurance and Quality Improvement Program for ECCs.	Complies	
5.6	OTHER REQUIREMENTS		
ll.	Connection to Service: Ensure connection to service in < 3 seconds (preferred).	Complies	
mm.	Uptime Reliability: Guarantee 99.999% uptime reliability	Complies	For the Real Time Transcription, the base price guarantees %99.9 uptime. An additional services fee can guarantee 5 9's.
nn.	Tiered Response Expectations: Define tiered response expectations for high-traffic or crisis scenarios.	Complies	
oo.	Accuracy of Transcription and Translation: Ensure transcription and translation accuracy falls within a range of 95% - 100% for core languages such as Spanish, Vietnamese, Hindi, Russian, Mandarin, and Korean. Specify expected accuracy for all other languages based on actual data.	Complies	The accuracy of transcription can achieve 96% for clear transmissions. Overall accuracy is dependent on the quality of the audio received
pp.	CJIS Compliance: Ensure compliance with Criminal Justice Information	Complies	https://security.govworx.ai/

	Services (CJIS) regulations.		
qq.	HIPAA Compliance: Maintain HIPAA compliance for medical emergency translation, transcription, and quality assurance/control (QA/AC).	Complies	https://security.govworx.ai/
rr.	Data Encryption: Implement data encryption for both in-transit and at-rest data. Specify encryption methods and protocols utilized.	Complies	https://security.govworx.ai/
ss.	Secure Data Storage: Utilize US-based servers for secure data storage. Specify retention periods, including cold storage retention.	Complies	https://security.govworx.ai/
tt.	Confidentiality and Non-Disclosure Agreements: Outline the confidentiality and non-disclosure agreements used by the Vendor.	Complies	
uu.	Proactive Security Measures: Conduct proactive analysis of systems and networks for vulnerabilities, including independent security audits annually.	Complies	https://security.govworx.ai/
vv.	Multifactor Authentication: Implement multifactor authentication for remote access into systems providing the service.	Complies	Multi-Factor Authentication (MFA) is crucial for enhancing security by requiring multiple forms of verification before granting access to a system. This layered approach makes it significantly harder for unauthorized users to gain access, even if they obtain a password. The authenticator second factor paradigm adds an additional layer of security by requiring users to provide a time-sensitive code generated by an authenticator app on a trusted device. This code is unique to each login attempt and is only valid for a short period,

			making it much more difficult for attackers to intercept and misuse credentials. This combination of something you know (password) and something you have (authenticator code) greatly reduces the risk of unauthorized access.
ww.	Disaster Recovery Plan: Provide a disaster recovery (DR) plan and describe the security software update policy, frequency, and procedures.	Complies	https://security.govworx.ai/
xx.	Data and Language Model Restrictions: Restrict all data and language models to the Customer only, prohibiting use in other regions.	Complies	
yy.	Compatibility with Call-Handling Systems: Ensure compatibility with 9-1-1 call-handling systems.	Complies	
zz.	API Access or NG9-1-1 Integration: Provide API access or integration with NG9-1-1 infrastructure.	Complies	
aaa.	Access Options: Offer browser-based, mobile, and on-premise access options.	Does not Comply	Only browser-based
bbb.	Real-Time Monitoring Dashboard: Include a real-time monitoring dashboard for supervisors.	Complies	
ccc.	Interoperability with Customer's Call Handling Equipment (CHE): Ensure interoperability/integration of services with Customer's Call Handling Equipment (CHE); identify any required over-the-top connectivity.	Complies	The CommsCoach Assist Realtime Connector within the Data Agent enables secure reception and processing of SIP traffic from the 911 CPE system. Utilizing a SPAN (Switch Port Analyzer) or Mirror port connection ensures network traffic is passively monitored, enhancing network security by preventing direct packet injection or unauthorized access. Proper configuration offers a

			secure and non-disruptive approach to monitoring critical communication system while ensuring seamless data flow and secure communication with AWS GovCloud (US). Configuration and setup is similar to Voice Logging Recorder system installations. Recommended Deployment Configuration: Ensure hardware is equipped with a minimum of two network interface cards. Additional NICs may be required if your telephony system is setup with multiple switches handling traffic for phone consoles. Hardware Setup: - Utilize a physical server co-located with the CPE system for optimal performance. Network Configuration: Primary NIC: Connect directly to a SPAN/Mirror port on the CPE system. - Configure the Realtime Connector to monitor this NIC to capture and process incoming SIP traffic. Secondary NIC: Connect to an external network to enable outbound communication. - This connection should provide secure access for data transmission to AWS GovCloud (US). Additional NIC(s) - Dependent on telephony equipment configuration additional ports may be required to ingest SIP traffic from additional switches in your center's network setup
ddd.	Integration with Text Control Centers (TCCs): Support interoperability with Text Control Centers (TCCs) serving Customer's ECCs for text message translation functionality.	Complies within 6 Months	By end of 2025

Figure 1:

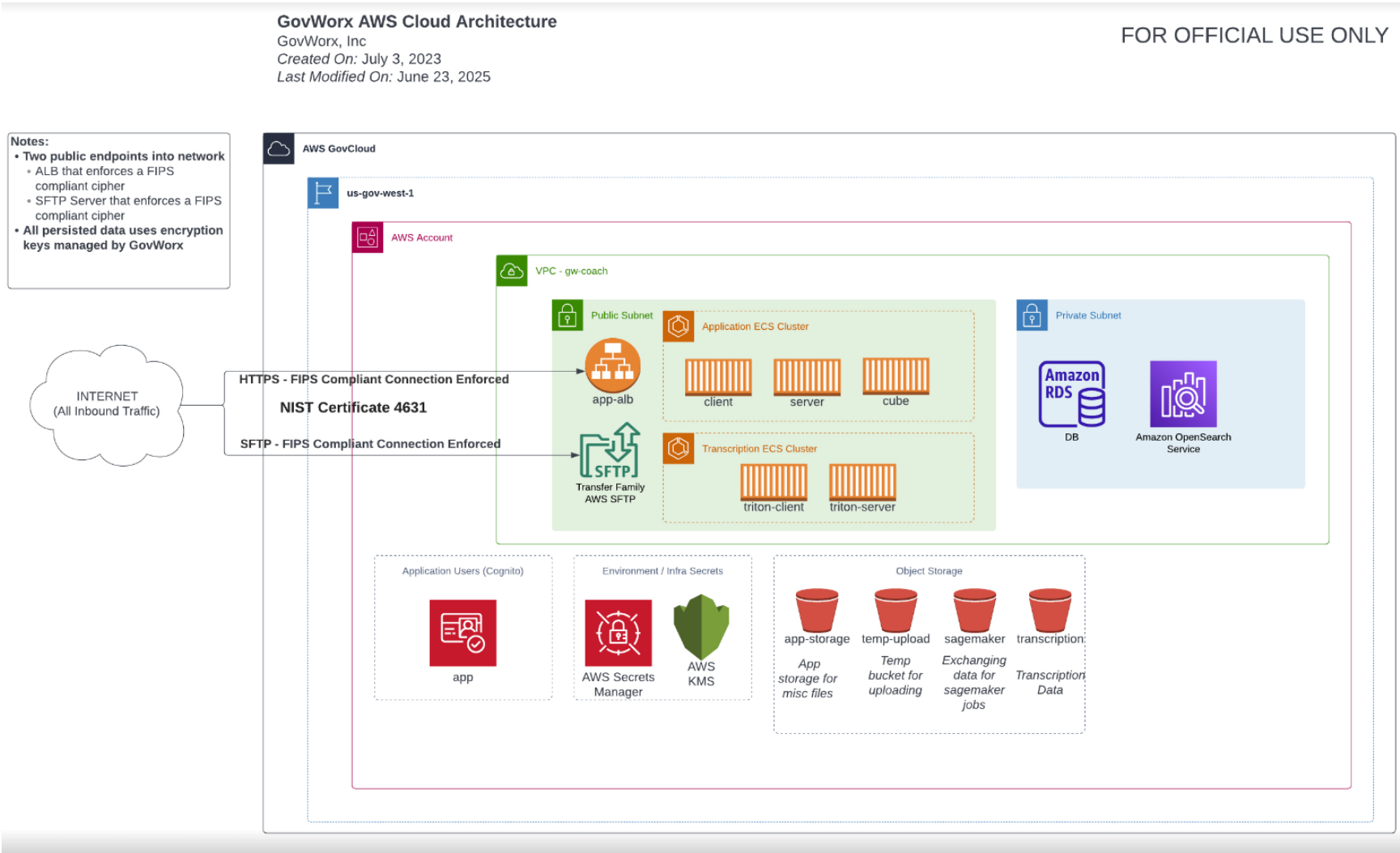


Figure 2:

The CommsCoach Assist Realtime Connector within the Data Agent enables secure reception and processing of SIP traffic from the 911 CPE system. Utilizing a SPAN (Switch Port Analyzer) or Mirror port connection ensures network traffic is passively monitored, enhancing network security by preventing direct packet injection or unauthorized access. Proper configuration offers a secure and non-disruptive approach to monitoring critical communication system while ensuring seamless data flow and secure communication with AWS GovCloud (US). Configuration and setup is similar to Voice Logging Recorder system installations.

Recommended Deployment Configuration:

Ensure hardware is equipped with a minimum of two network interface cards. Additional NICs may be required if your telephony system is setup with multiple switches handling traffic for phone consoles.

1. Hardware Setup:

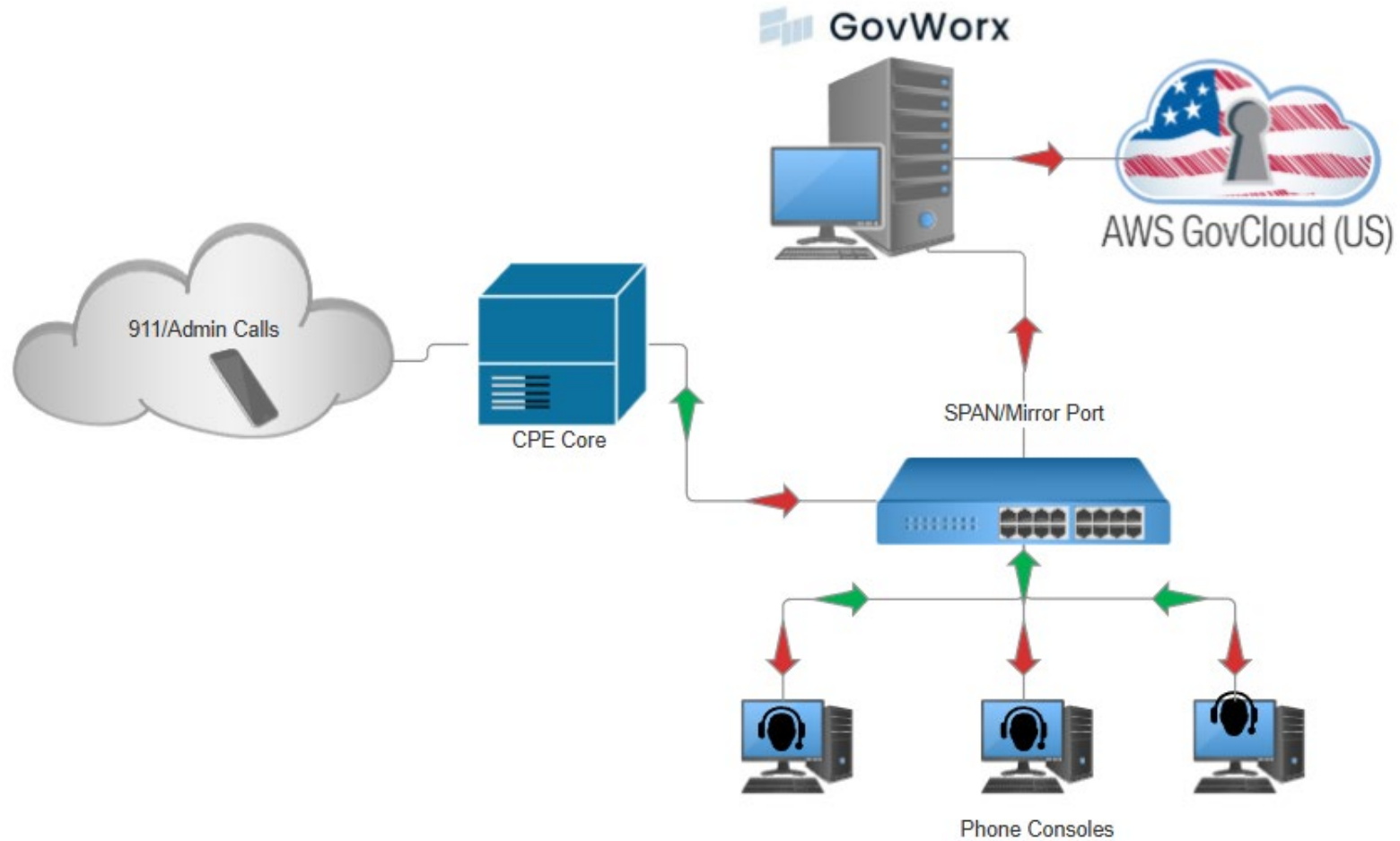
- Utilize a physical server co-located with the CPE system for optimal performance.

2. Network Configuration:

- Primary NIC: Connect directly to a SPAN/Mirror port on the CPE system.
 - Configure the Realtime Connector to monitor this NIC to capture and process incoming SIP traffic.
- Secondary NIC: Connect to an external network to enable outbound communication.
 - This connection should provide secure access for data transmission to AWS GovCloud (US).
- Additional NIC(s)
 - Dependent on telephony equipment configuration additional ports may be required to ingest SIP traffic from additional switches in your center's network setup

Note: Adhering to this configuration optimizes data handling and ensures compliance with security requirements for sensitive data transmissions in emergency communication systems.

For additional details or troubleshooting assistance, contact your technical support team.



The Data Agent is meant to be installed on a dedicated or shared server (virtual or physical) within your agency's ECC's network to collect various data points to power or enrich the CommsCoach or BluAssist product. This could include:

- Computer Aided Dispatch (CAD) Call for Service data
- 911 Audio Recordings

Each of these data elements will be presented and configured as a connector within the Data Agent.

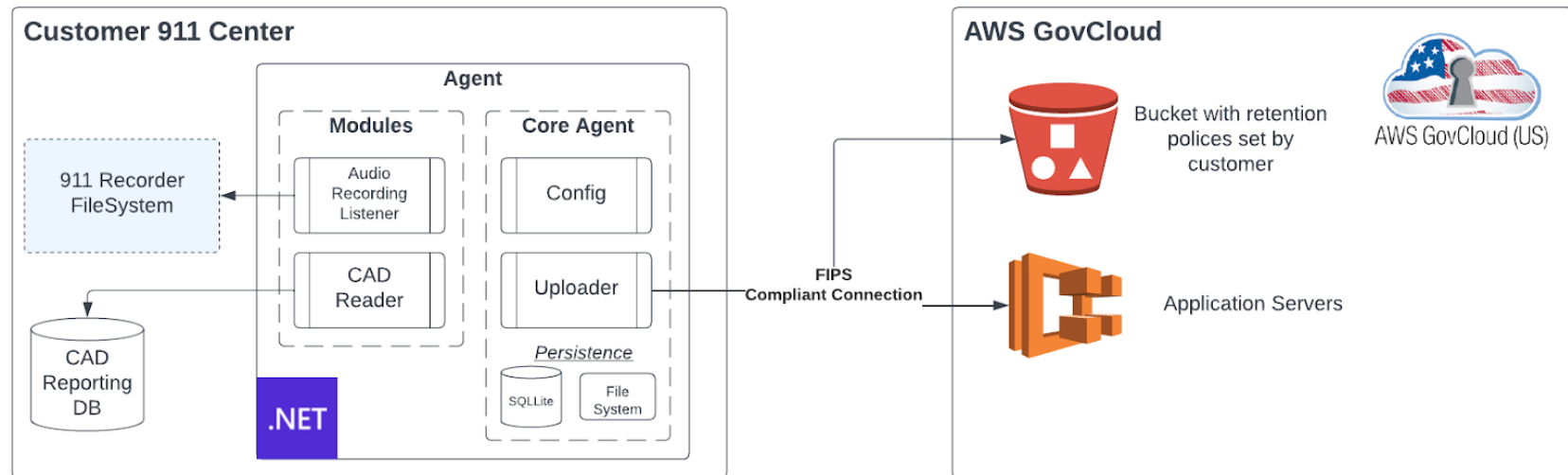


Figure 3:

Language	Country	Transcribe	Customization	Translate to English
Afrikaans	South Africa	Yes	Yes	Yes
Amharic	Ethiopia	Yes	No	Yes
Arabic	United Arab Emirates	Yes	Yes	Yes
Arabic	Egypt	Yes	Yes	Yes
Arabic	Saudi Arabia	Yes	Yes	Yes
Assamese	India	Yes	No	Yes
Azerbaijani	Azerbaijan	Yes	No	Yes
Belarusian	Belarus	Yes	No	Yes
Bulgarian	Bulgaria	Yes	Yes	Yes
Bangla	Bangladesh	Yes	No	Yes
Bengali	India	Yes	No	Yes
Bosnian	Bosnia	Yes	No	Yes
Catalan	Spain	Yes	Yes	Yes
Czech	Czech Republic	Yes	Yes	Yes
Welsh	United Kingdom	Yes	No	Yes

Danish	Denmark	Yes	Yes	Yes
German	Germany	Yes	Yes	Yes
Greek	Greece	Yes	Yes	Yes
English	Australia	Yes	Yes	No
English	Canada	Yes	Yes	No
English	United Kingdom	Yes	Yes	No
English	India	Yes	Yes	No
English	United States	Yes	Yes	No
Spanish	Argentina	Yes	Yes	Yes
Spanish	Colombia	Yes	Yes	Yes
Spanish	Spain	Yes	Yes	Yes
Spanish	Mexico	Yes	Yes	Yes
Estonian	Estonia	Yes	No	Yes
Basque	Spain	Yes	No	Yes
Persian	Iran	Yes	No	Yes
Finnish	Finland	Yes	Yes	Yes
French	Canada	Yes	Yes	Yes
French	France	Yes	Yes	Yes

Galician	Spain	Yes	No	Yes
Gujarati	India	Yes	No	Yes
Hebrew	Israel	Yes	Yes	Yes
Hindi	India	Yes	Yes	Yes
Croatian	Croatia	Yes	Yes	Yes
Hungarian	Hungary	Yes	Yes	Yes
Armenian	Armenia	Yes	No	Yes
Indonesian	Indonesia	Yes	Yes	Yes
Icelandic	Iceland	Yes	No	Yes
Italian	Italy	Yes	Yes	Yes
Japanese	Japan	Yes	Yes	Yes
Javanese	Indonesia	Yes	No	Yes
Georgian	Georgia	Yes	No	Yes
Kazakh	Kazakhstan	Yes	No	Yes
Khmer	Cambodia	Yes	No	Yes
Kannada	India	Yes	No	Yes
Korean	Korea	Yes	Yes	Yes
Lao	Laos	Yes	No	Yes

Lithuanian	Lithuania	Yes	Yes	Yes
Latvian	Latvia	Yes	Yes	Yes
Macedonian	North Macedonia	Yes	No	Yes
Malayalam	India	Yes	No	Yes
Mongolian	Mongolia	Yes	No	Yes
Marathi	India	Yes	No	Yes
Malay	Malaysia	Yes	Yes	Yes
Maltese	Malta	Yes	No	Yes
Burmese	Myanmar	Yes	No	Yes
Norwegian Bokmål	Norway	Yes	Yes	Yes
Nepali	Nepal	Yes	No	Yes
Dutch	Netherlands	Yes	Yes	Yes
Polish	Poland	Yes	Yes	Yes
Pashto	Afghanistan	Yes	No	Yes
Portuguese	Brazil	Yes	Yes	Yes
Portuguese	Portugal	Yes	Yes	Yes
Romanian	Romania	Yes	Yes	Yes
Russian	Russia	Yes	Yes	Yes

Sinhala	Sri Lanka	Yes	No	Yes
Slovak	Slovakia	Yes	Yes	Yes
Slovenian	Slovenia	Yes	Yes	Yes
Somali	Somalia	Yes	No	Yes
Albanian	Albania	Yes	No	Yes
Serbian	Serbia	Yes	Yes	Yes
Sundanese	Indonesia	Yes	No	Yes
Swedish	Sweden	Yes	Yes	Yes
Swahili	Kenya	Yes	No	Yes
Tamil	India	Yes	No	Yes
Telugu	India	Yes	No	Yes
Thai	Thailand	Yes	Yes	Yes
Turkish	Turkey	Yes	Yes	Yes
Ukrainian	Ukraine	Yes	Yes	Yes
Urdu	Pakistan	Yes	No	Yes
Uzbek	Uzbekistan	Yes	No	Yes
Vietnamese	Vietnam	Yes	Yes	Yes
Yoruba	Nigeria	Yes	No	Yes

Cantonese	China	Yes	No	Yes
Chinese (Mandarin, Simplified)	China	Yes	Yes	Yes
Chinese (Cantonese)	Hong Kong	Yes	Yes	Yes
Chinese (Taiwanese Mandarin)	Taiwan	Yes	Yes	Yes

CommsCoach ASSIST

CommsCoach ASSIST – Real-Time AI Support for Live Emergency Calls

CommsCoach ASSIST is a groundbreaking AI-powered module designed to transform live call-taking and dispatch support. Unlike keyword-based alert systems, ASSIST uses context-aware, real-time AI to deliver actionable insights, personalized guidance, and proactive supervisory support as calls are happening.

Real-Time Decision Support, Personalized for Each Call-Taker

CommsCoach ASSIST delivers real-time, tailored coaching based on each telecommunicator's QA history, skill gaps, and training data. This intelligent guidance ensures compliance with protocols, reduces hesitation during high-stress moments, and enhances call outcomes with immediate feedback aligned to personal learning needs.

Live Transcription, Translation & Summarization

- Multi-language transcription and translation
- Live call transcription visible to supervisors
- Automatic summarization and tagging of key information (e.g., location, incident type)

Smart Notifications & Supervisor Oversight

ASSIST understands context, not just keywords. It sends alerts when meaningful, policy-relevant information is detected—for example, confirming a statement like 'shots fired' instead of reacting to a vague mention.

- Immediate alerts for policy triggers (e.g., mental health, STAR, 988)
- Supervisor dashboards provide visibility into active calls and potential intervention points

Wellness Monitoring & Positive Recognition

ASSIST promotes a healthier work environment by:

- Detecting emotionally intense calls and notifying supervisors
- Identifying outstanding performance moments and flagging them for recognition
- Reinforcing a culture of appreciation and early intervention for wellness

Seamless Integration with QA & TRAIN

ASSIST works in tandem with CommsCoach QA and TRAIN:

- Reinforces lessons during live calls based on past QA evaluations
- Provides in-call coaching prompts aligned with active training modules
- Enables continuous learning during live operations

Operational Intelligence for Supervisors and Leadership

Supervisors benefit from:

- Real-time dashboards showing active calls, alerts, and performance trends

- Data-driven decision-making tools
- Detailed analytics to improve resource deployment and team readiness

Transforming Every Call into a Coaching Opportunity

With CommsCoach ASSIST, agencies move beyond post-call evaluation into proactive, real-time support. Every call becomes an opportunity to coach, intervene, and grow telecommunicator skills—while improving call outcomes, morale, and ECC readiness.

CommsCoach TRAIN & Simulations

CommsCoach TRAIN – AI That Frees Up Humans to Train

In 9-1-1, there's no replacing the human element of training—the instincts, the mentorship, the moment when a trainee finally gets it. But today's trainers are overwhelmed. As seasoned staff exit faster than they can be replaced, CTOs and supervisors need real support—not more checklists.

CommsCoach TRAIN steps in to do the work that isn't training:

- Automates evaluations and daily tracking
- Summarizes actual calls and radio traffic
- Integrates trainer notes and progress logs
- Connects each training phase to real-world performance evaluations, simulations, and feedback

Key Benefits:

- Real-time dashboards that track progress for both trainee and trainer
- Flags underperforming areas automatically for targeted coaching
- Gives admins a holistic view of team readiness and progress
- Supports custom goals and metrics across phases of training

This isn't just automation—it's time back for the humans doing the hard work of shaping tomorrow's telecommunicators.

CommsCoach Simulations – Realistic, AI-Powered Scenario Training

Whether for onboarding or veteran development, CommsCoach Simulations deliver realistic, structured training scenarios built from your own calls and CAD data. These AI-powered scenarios recreate the pressure, noise, and unpredictability of live emergencies—without the risk.

Benefits Include:

- Customizable scenarios built from real agency policies and recordings
- AI-generated voices and escalation logic for maximum realism
- No manual setup—simulations are generated from real calls
- Trainer-guided feedback with performance scoring and detailed reporting

Case Study – Monterey County ECC:

100% of trainees signed off on call-taking after their first simulated academy class, showcasing how realistic scenario training improves confidence, retention, and preparedness.

Together, CommsCoach TRAIN and Simulations create a modern, AI-augmented training environment that supports new and veteran staff, maximizes trainer effectiveness, and provides agency leadership with real-time visibility into workforce readiness.

CommsCoach QA

CommsCoach QA – Modernizing Quality Assurance in 911 Centers

GovWorx proudly offers CommsCoach QA as a transformative, AI-driven quality assurance solution purpose-built for 911 emergency communication centers. This advanced system automates up to 90% of call evaluations, ensuring consistency, reducing supervisor workload, and enabling targeted coaching to drive performance and morale.

Automated & Context-Sensitive Evaluations

CommsCoach QA is not a static form-based QA tool — it uses context-aware evaluation criteria to adjust scoring based on the specific content and flow of each call. Whether CPR instructions were given, a TTY was detected, or an automated notification played, the system intelligently adapts evaluation logic to ensure fairness and relevance.

Key Features:

- Automates 80–90% of QA workload, significantly saving staff time
- Skips irrelevant fields and applies situational criteria
- Reduces bias and variability across evaluators

Supervisor Enablement & Shift Management

QA results are aggregated into a visual dashboard, empowering shift supervisors and trainers with immediate insights into team performance. Supervisors can:

- Set and monitor monthly shift goals
- Deliver actionable feedback
- Identify trends for individuals or groups

This helps agencies focus on coaching over compliance, especially critical given the current national staffing challenges.

Integrated Coaching & Development Tools

CommsCoach includes a rich set of built-in tools for ongoing development:

- Online training courses and microlearning videos from trusted industry partners
- Supervisor-assigned coaching tasks tailored to individual needs
- Simulation-based learning tied directly to real-world QA evaluations

This ecosystem ensures that QA is not an endpoint, but a launchpad for continuous growth.

Promoting Morale & Recognition

CommsCoach also supports positive recognition through a dynamic 'Wall Board' feature:

- Highlights high-performing team members
- Promotes healthy competition and shared accomplishments
- Boosts morale and cohesion across shifts

A Full-Circle QA & Development System

From evaluation to coaching, simulation to recognition, CommsCoach QA provides a complete framework to improve staff performance, streamline management responsibilities, and build a more resilient and responsive communications center.

CommsCoach HIRE

CommsCoach HIRE – Smarter Pre-Hire Assessments for 911 ECCs

CommsCoach HIRE is a next-generation pre-hire assessment platform that delivers realistic, AI-driven, domain-specific evaluations tailored for 911 Emergency Communication Centers. It simulates the live ECC environment to ensure your agency selects only the most qualified, resilient, and skilled candidates from day one.

Job-Relevant, AI-Powered Evaluations

Unlike traditional tools like CitiCall, CommsCoach HIRE evaluates candidates using realistic, stress-tested scenarios aligned with actual ECC duties. Evaluation areas include:

- Typing speed and transcription accuracy
- Audio comprehension and memory recall
- CAD data entry under pressure
- Map reading and direction giving
- Multitasking, stress tolerance, and decision-making
- Conflict resolution, empathy, and communication professionalism

Built-in AI Simulations

Candidates engage in high-fidelity emergency call simulations featuring background noise, caller emotion, and escalating incidents. AI measures real-time response accuracy, clarity, and composure, then auto-generates detailed reports and scores.

Instant Scoring & Candidate Dashboards

- Auto-scored results highlight strengths and weaknesses
- Recommended interview questions based on flagged risk areas
- Group comparisons to evaluate multiple candidates objectively

Seamless Integration with QA & TRAIN

CommsCoach HIRE doesn't stop at the hire:

- Pre-hire results feed into CommsCoach QA for early performance tracking
- TRAIN deploys personalized development plans for candidates with known weaknesses
- Supervisors receive continuity between hiring, onboarding, and QA follow-up

The Outcome: Better Hires, Faster Onboarding, Reduced Turnover

With CommsCoach HIRE, your agency makes hiring decisions based on real performance potential, not just theory. This reduces onboarding time, increases retention, and gives supervisors a head start in supporting new telecommunicators from day one.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL

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

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

Artificial Intelligence (AI) 9-1-1 Calltaker and Radio Dispatcher Training

Artificial Intelligence (AI) Pre-Hire Assessments for 9-1-1

The Respondent shall furnish a comprehensive cost pricing model for this RFP, pursuant to the guidance provided in Section 5.13. Please delineate pricing based on **Service Category 1**, **Service Category 2**, or a combined pricing model for both categories. Label your pricing proposal as “Exhibit 1 – Pricing,” and use as many pages as necessary to provide detailed information.

Important Note: This RFP is not tied to any specific project at this time. The purpose is to secure pricing for potential future use of AI solutions by public sector entities. Respondents are encouraged to provide pricing models that are as descriptive and flexible as possible to accommodate the varied needs of potential users.

In addition to the requested pricing, Respondents are encouraged to include a retainage rate based on the hourly rate of each staff member for any future projects that may arise but are not currently anticipated by this RFP.

Refer to Exhibit 1 –Pricing Proposal Worksheet Attachment for any additional pricing sheets supplied in your response.

	CommsCoach ASSIST	CommsCoach QA	CommsCoach TRAIN	CommsCoach HIRE
	Real Time AI Transcription / Translation / Summarization	AI Quality Assurance and Improvement. Includes CAD, Call and Radio	AI-Training Evaluations, Simulations and Observations Reporting	AI Pre-Hire Assessments of Candidates
Per Minute	2 cents per minute	N/A	N/A	N/A
Alternatively				
Per Agency Annual Call Volume	Annual Subscription	Annual Subscription	Annual Subscription	Annual Subscription
1 to 25000	\$25,000.00	\$22,500.00	\$12,000.00	\$3,875.00
25001 to 75000	\$45,000.00	\$42,000.00	\$19,530.00	\$5,425.00
75,001 to 200,000	\$60,000.00	\$56,000.00	\$26,040.00	\$7,750.00
201,000 to 500,000	\$75,000.00	\$72,000.00	\$33,480.00	\$9,750.00
501,000 to 750,000	\$110,000.00	\$90,000.00	\$41,850.00	\$11,750.00
751,000 to 1.0 million	\$160,000.00	\$115,000.00	\$53,475.00	\$13,750.00
1 Million to 1.5M	\$205,000.00	\$175,000.00	\$81,375.00	\$18,750.00
1.5M +	\$265,000.00	\$205,000.00	\$100,750.00	\$25,750.00
25% Bundled Discount off of annual subscription for any Agency that purchases all four modules 20% Bundled Discount off of annual subscription for any Agency that purchases three modules 15% Bundled Discount off of annual subscription for any Agency that purchases two modules				
	Per Agency One-Time Set up Fee	Per Agency One-Time Set up Fee	Per Agency One-Time Set up Fee	Per Agency One-Time Set up Fee
Per Agency Annual Call Volume				
1 to 25000	\$1,500.00	Included with Subscription	Included with Subscription	Included with Subscription
25001 to 75000	\$1,500.00	Included with Subscription	Included with Subscription	Included with Subscription
75,001 to 200,000	\$3,000.00	Included with Subscription	Included with Subscription	Included with Subscription
201,000 to 500,000	\$5,500.00	Included with Subscription	Included with Subscription	Included with Subscription
501,000 to 750,000	\$7,500.00	Included with Subscription	Included with Subscription	Included with Subscription
751,000 to 1.0 million	\$9,900.00	Included with Subscription	Included with Subscription	Included with Subscription
1 Million to 1.5M	\$15,000.00	Included with Subscription	Included with Subscription	Included with Subscription
1.5M +	\$25,000.00	Included with Subscription	Included with Subscription	Included with Subscription

Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	GovWorx, Inc						
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td>Yes</td> <td></td> </tr> </table> 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.			Will service all fifty (50) states	Will not service fifty (50) states	Yes	
Will service all fifty (50) states	Will not service fifty (50) states						
Yes							
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