

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

M3 Planning, Inc. dba Madison AI ("Contractor")
527 Lander St.
Reno, NV 89509

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

2.7 Contractor Obligations.

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

ARTICLE III

TERM

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties. Contractor represents and warrants that:

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

M3 Planning, Inc. dba Madison AI

Attn: Connie Armstrong

527 Lander St.

Reno, NV 89509

Phone: 775-398-1566

Email: connie@onstrategyhq.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.

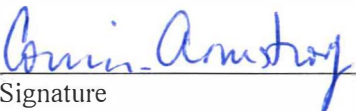
10.23 **Trafficking in Persons**

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.

M3 Planning, Inc. dba Madison AI

North Central Texas Council of Governments

 5/8/25
Signature Date

Signed by:
 6/1/2025
Signature Date

Connie Armstrong
Printed Name

Todd Little
Executive Director

Head of Client Operations
Title

APPENDIX A

Statement of Work

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

4. Technical Proposal – Scope of Work

Custom LLM Development (Specific Use Case Deployment)

Many AI use cases are based on custom, internal LLM development. We built custom, function-specific LLMs for regional, local, and state governments. Our tool, called Madison AI (www.madisonai.com), is a public and private sector collaboration in the pursuit of good government. Madison AI was developed in an equity business partnership between the Madison AI and Washoe County in Reno, Nevada.

Together, we combine inside government expertise and external development power to build custom LLMs and artificial intelligence tailored and tuned for local government. Madison AI is like ChatGPT for elected officials, leadership, and staff to access every board decision, agenda and master code in a government entity's library. Our tool provides:

- **Artificial intelligence that accurately references and researches** your entire database of codes, master documents, and previous board actions for the past 5+ years.
- **Custom-built report outputs** built to a government standards. Examples include staff reports/memos, board briefings, planning and development staff reports, business licensing staff reports, or any other high-volume government report with a has a clear structure. Our tools reduced report production times by 80% in a time study from the City of Reno.
- **AI summaries and insights for an elected board/body** to receive smart summaries of agenda items and attachments, suggested questions, and a tool to research any previous board action, code, or history of a topic.
- **Department-specific AI assistants that are secure, error-checked, and GPT-4 omni-fast.** Madison's artificial intelligence only uses your library of data and error checks results against your database of public records and master authority documents.

Challenge Objectives

Madison AI serves as an AI solution to assist in and alleviate the following operational challenges that public sector entities experience. Here is a brief overview of our tool:

Government Function	For Whom	Example Data	Key Uses
Agency-Wide	All Senior Staff Clerk All Dept Heads Staff	Public Meeting Minutes, Staff Reports State Law, Strat Plans	<ul style="list-style-type: none"> Answer a Question (e.g. Policy, Code, Ordinance) Detailed Timeline on a Topic Voting History Writing Staff Reports
Planning & Development	Planners	Development Code, Master Plans, Ordinances, GIS Data	<ul style="list-style-type: none"> Parcel Historical Search Allowable Uses Lookup Code, Parcel & Project Analysis Code Comparison
Finance & Budgeting	Finance & Budget Directors Senior Staff	Budgets, ACFRS, CAFRS	<ul style="list-style-type: none"> Initiative, Expense, Revenue 5-Yr. Lookback Anomalies & Insights Budget Narrative
HR/Internal Policies	All Staff	All HR Policies	<ul style="list-style-type: none"> Policy Lookup Policy Comparison Policy Drafting
Grants	Grants Managers	Previous Grants, Budgets	<ul style="list-style-type: none"> Drafting Grant Submissions Project Summaries & Reporting
Public Meeting Assistant	Elected Officials Senior Staff All Dept Heads	Agenda Packets, Meeting Transcripts	<ul style="list-style-type: none"> Smart Summary by Agenda Item Policy Compare to other Jurisdictions Post-Meeting Summary of Action
Other Government Functions	Executives, Managers, and Staff	Dependent Upon Use Case	<ul style="list-style-type: none"> Convention and Visitor Bearue AI Assistants Water Authority AI Road and Engineering AI Assistants Health and Human Services AI Assitants EMS Training AI Assistants

4 a. Project Deliverables

Deliverable: Organization-wide/Governing Custom LLM

Madison AI reduces the administrative burden on government leaders to retrieve, research, and create the critical information governments need to efficiently run a regional or local government. Madison AI saves leaders, staff, and elected officials time on their everyday work tasks so they can focus on human first work. Madison AI and custom LLMs will accelerate work in these common administrative and government-wide workflows:

Policy Analysis

Madison AI enhances policy analysis by offering the following capabilities:

- **Policy Comparisons:** Evaluates proposed policies against current policies, codes, and statutes to highlight differences and alignments.
- **Executive Summaries:** Generates clear, concise summaries of policy and agenda items for elected officials.
- **Staff Analysis Support:** Provides in-depth analysis of current policies to aid staff decision-making.
- **Code and Statute Insights:** Integrates zoning and parcel data into policy reviews for comprehensive understanding.

Enhanced Governing Body Decision-Making Process

Madison AI supports decision-making processes with:

- **Accurate Staff Reports:** Delivers consistent, accurate, and complete reports to guide the governing process while reducing staff workload.
- **Time Savings:** Saves staff hours by automating the creation of reports and analyses.
- **Executive Summaries for Officials:** Prepares detailed yet digestible summaries of policy and agenda items for elected officials to facilitate quick decision-making.

Completing Board Requests

Madison AI simplifies and accelerates board requests by providing:

- **Comprehensive Research:** Delivers complete summaries and histories of any topic spanning over five years.
- **Multi-Year Funding Summaries:** Creates detailed financial overviews for topics requiring funding insights.
- **Community Partner Analysis:** Identifies key community partners and stakeholders to engage for gaining support.

- **Community Sentiment Analysis:** Synthesizes public comments and sentiment to understand community perspectives on specific issues.
- **Voting Record Reviews:** Compiles and reviews previous voting records to provide historical context for decision-making.

Drafting Staff Reports

Madison AI automates the creation of comprehensive staff reports, memos, or other standard government reports including:

- Background analysis with references to relevant codes, laws, and master documents.
- Summaries of board actions over the last 5 years on planning topics.
- Funding summaries and fiscal impact analyses.
- Staff recommendations and motion reports for board approval.
- Reports are error-checked, cited, and downloadable in Microsoft Word for seamless integration into workflows.

Preparing for Council Meetings

Madison AI ensures staff are well-prepared, informed, and equipped to engage effectively during council meetings. Madison AI simplifies and enhances preparation for these meetings by offering the following capabilities:

- **Elected Official Insights:** Researches each official's positions and analyzes positive and negative sentiment for informed engagement.
- **Question Prediction:** Anticipates potential questions from elected officials based on past discussions and topics under review.
- **Voting Strategy Support:** Pre-drafts approaches and talking points to help secure favorable votes on agenda items.
- **Council Sentiment Analysis:** Tracks voting patterns to determine who voted, how they voted, and overall council sentiment on issues.
- **Community Sentiment Analysis:** Synthesizes public comments and community sentiment, offering actionable insights into public opinions on key topics.

These features ensure staff are well-prepared, informed, and equipped to engage effectively during council meetings.

Deliverable: Planning and Zoning LLM

Madison AI accelerates the work of planning and development by reducing the administrative burden on government teams. We accelerate daily, time-consuming tasks like searching for historical approvals, summarizing codes and regulations, and drafting staff reports, allowing teams to focus on higher-value work. **Madison AI Government and Finance LLMs accelerate these work tasks:**

Property Searches

Madison AI enables comprehensive property searches, including historical approvals, discretionary permits (e.g., special use permits, tentative maps, variances, abandonments, parcel maps), and boundary line adjustments. It provides quick access to all historical and current property records for informed decision-making.

Parcel Analysis for Allowed Use and Compliance

Madison AI analyzes parcels for compliance with zoning, density, parcel uses, conditions of approval, and code standards. It ensures accurate evaluations of allowed uses and flags non-compliance issues for corrective actions.

Complete Code Lookup

Madison AI performs complete code lookups, including topic research and summaries of code history. It identifies and resolves inconsistencies in the code, ensures accurate responses to inquiries, and provides clarity on complex regulatory topics.

Regulatory Compliance

Madison AI ensures planning and development projects comply with local, state, and federal regulations. It cross-references project data with regulatory frameworks to minimize risks and maintain compliance.

Land Use Planning

Madison AI supports land use planning by interpreting zoning laws and providing actionable insights on how land in specific areas can be used. It helps planners implement zoning laws effectively to meet development goals.

Identifying Code Discrepancies

Madison AI identifies and resolves code discrepancies by performing detailed topic research, summarizing conflicting codes, and providing accurate answers. It ensures consistency and eliminates ambiguity in code enforcement.

Drafting Planning Staff Reports

Madison AI automates the creation of comprehensive planning staff reports, including:

- Background analysis with references to relevant codes, laws, and master documents.
- Summaries of board actions over the last 5 years on planning topics.
- Funding summaries and fiscal impact analyses.
- Staff recommendations and motion reports for board approval.
- Reports are error-checked, cited, and downloadable in Microsoft Word for seamless integration into workflows.

Deliverable: Government Finance & Budgeting LLMs

Madison AI supports financial forecasting by analyzing historical data on initiatives, expenses, and revenue trends over a five-year period, helping leaders identify patterns and make data-driven decisions for future budgeting. It optimizes budget allocation by consolidating and presenting financial data in clear, structured narratives that explain priorities and expenditure plans, improving transparency and public trust. **Madison AI Government and Finance LLMs accelerate these work tasks as follows:**

Initiative, Expense, Revenue 5-Year Lookback

Madison AI can analyze historical financial data, including initiatives, expenses, and revenue trends, over a five-year period. It consolidates data from various sources, presenting an accurate and comprehensive view of past financial performance. This feature enables government leaders to:

- Assess the success and cost-efficiency of past initiatives.
- Identify trends in revenue generation and spending patterns.
- Use historical insights to guide future budgeting and resource allocation decisions.

Budget Narratives

Madison AI can be configured to generate clear, concise, and well-structured budget narratives tailored for government audiences. It translates complex financial data into easy-to-understand narratives that:

- Explain budget priorities, changes, and allocations in layman's terms.
- Provide context for revenue sources and expenditure plans.
- Align with government transparency requirements to enhance public understanding and trust in the budget process.

Deliverable: Government Human Resource LLMs

Madison AI automates HR processes by streamlining document management, creating performance review structures, and assisting with onboarding tasks like generating personalized welcome packets and checklists. It enhances employee engagement by providing quick access to HR policies and documents, automating responses to FAQs, and delivering structured feedback for performance evaluations.

Madison AI Government HR LLMs accelerate these work tasks:

Employee Onboarding Assistant

Madison AI can assist the onboarding process by automating tasks such as helping create personalized welcome packets, creating onboarding checklists, and answering new employee FAQs. Key benefits include:

- Faster and smoother onboarding for new hires.
- Standardized communication across departments.
- Reduced administrative workload for HR teams.

HR Document Management

Madison AI finds and retrieves policies, HR documents, and contracts efficiently, making document management seamless. Madison AI allow for instant access to relevant documents with a simple query. Madison AI can also help human resource teams with policy comparison.

Performance Review Support

Madison AI can assist in creating and analyzing employee performance reviews by summarizing data, generating structured feedback, creating consistent performance review structures, and helping create more consistent disciplinary documentation. Benefits include:

- More efficient and consistent performance evaluation processes.
- Reduced time spent preparing review documents.

Deliverables: Other Agency or Department Specific LLMs

Madison AI can create department and government agency-specific LLMs that contain hundreds of thousands of documents for research, policy analysis and lookup, and custom report outputs. These LLMs are custom-built for each organization and its specific data set. These include:

- **Grant LLMs:** Madison AI automates grant application writing, compliance tracking, and reporting. It provides summaries of funding opportunities and assists in preparing detailed submissions, saving time and increasing success rates for government agencies.
- **Standard Process LLMs:** Madison AI can manage and analyze internal government documents, ensuring quick retrieval, accurate summaries, and consistent formatting. It simplifies compliance, reporting, and decision-making processes by organizing large volumes of internal files.

- **Health Departments:** Custom-closed LLMs for previous board decisions, policy lookup, finance, grants, and other agency-specific custom report outputs.
- **Airport Authorities:** Custom-closed LLMs for previous board decisions, policy lookup, finance, grants, and other agency-specific custom report outputs.
- **Transportation Commissions and Planning:** Custom-closed LLMs for previous board decisions, policy lookup, planning and development, finance, grants, and other agency-specific custom report outputs.
- **EMS Training:** Custom-closed LLMs that contain response protocols used for quick access and post-call training.
- **Water Authorities:** Custom-closed LLMs for previous board decisions, policy lookup, finance, grants, and other agency-specific custom report outputs.
- **Parks and Recreation:** Custom-closed LLMs for previous board decisions, policy lookup, finance, grants, and other agency-specific custom report outputs.

4 b. Technical Approach

Scope of Work – Methodology for Design and Delivery

Delivering Challenge-Specific Functionality

Madison AI builds a custom LLM for each domain/department-specific function a government wishes to create within our capability (e.g. Organization-wide LLM, Planning & Development LLM, HR LLM, Finance LLM, Business Licensing).

Each LLM is built using a government's data and is a dedicated, custom-built application tailored to solve the outcomes in section 4.A of this response.

See technical diagram on next page for details on setup. **For each custom LLM, Madison AI creates:**

- **Data acquisitions and conversion engine.** We gather your files and convert it into data that can be properly read by Madison AI's LLM. We create systems to gather and convert new data weekly.
- **Vector databases and embeddings.** We extract relevant meta-data from your files. Then, we chunk, embed, and index your data into a custom, closed vector database that is unique to your government.
- **Weekly Data Refresh & Monthly Backups.** We keep your LLM up to date by reindexing weekly, automatically. We backup your database monthly.
- **A dedicated, custom-built application for your government to access.** Madison AI builds a custom application on a dedicated virtual machine for your government to access your LLM.

- **Agentic RAG tuned for government.** We custom-developed our RAG application to with skillsets and document ranking to retrieve relevant data to a user request.
- **Content Generation and processing.** We use natural language processing to generate results to your queries. We content filter for profanity, bias, profanity, and SQL injections. We deliver results with cited sources in contained document storage.
- **Customized report outputs.** We custom develop 3 custom report outputs per LLM.

Natural Language Processing Capabilities

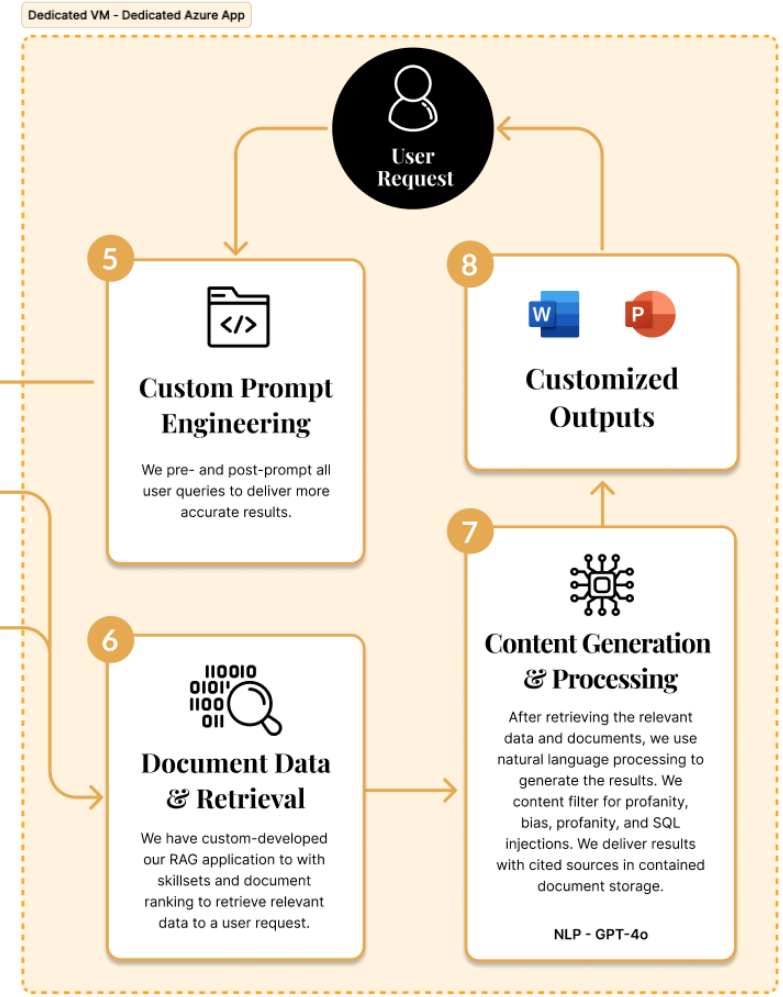
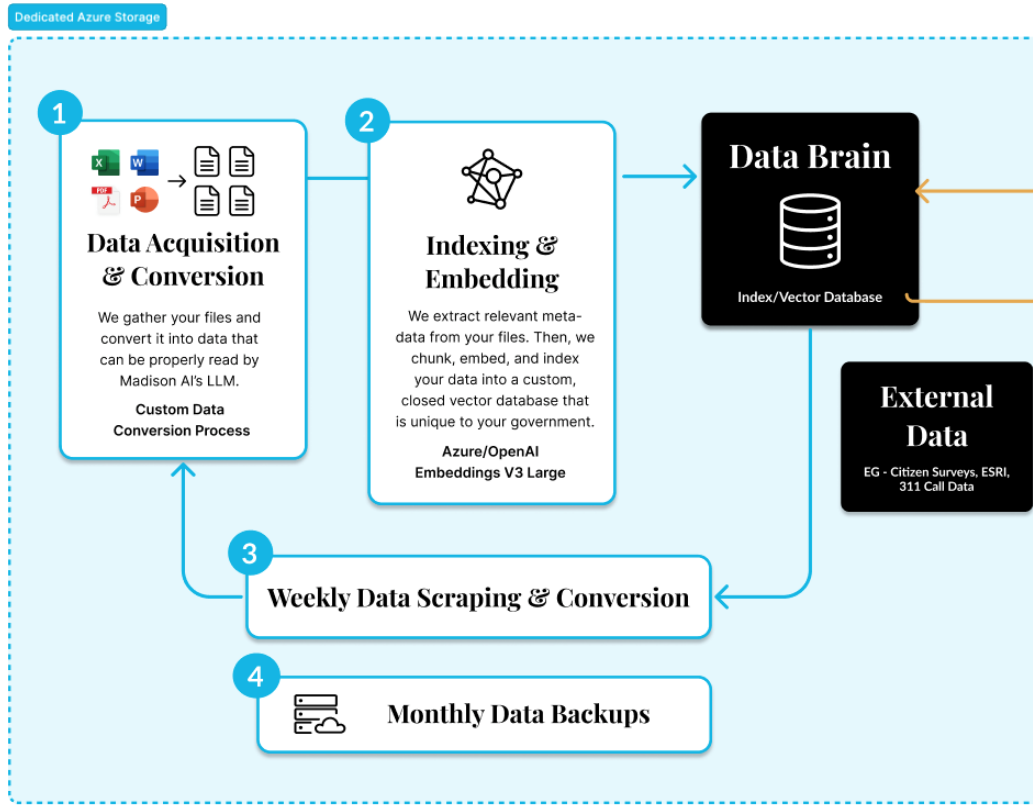
Madison AI uses Microsoft Azure's natural language processing models, including GPT-4o, GPT-o1, or GPT-01 mini.

Scale

Each LLM/AI product is capable of handling hundreds of thousands to a million files.

Madison AI Application & RAG

Madison AI's Approach to Data Acquisition, Conversion, and Creating a Vector DB



Integration with Systems and Databases

We build our applications inside the Microsoft Azure environment. Each application can be easily deployed and integrated into governments using Microsoft or Google products as the backbone of their email communication, web-based databases (e.g. Sharepoint), or workspaces (e.g. Microsoft Teams).

Databases

Madison AI databases are built and hosted in our commercial Azure tenant, but we can create API keys, dedicated secure upload directories, or FTP file transfers to upload client files into our application database.

User-Friendly and Accessible to All Stakeholders

Madison AI builds dedicated applications that adhere to user interface best-practices and support multi-device access. Madison AI can be integrated into a dedicated Microsoft Teams link, shared as a web kit application for mobile and desktops, or accessed with a dedicated link for each government. These ensure that the application is user-friendly and accessible to all stakeholders.

Maintenance and Updates

Madison AI is continuously updated with new features and enhancements to improve functionality and search quality. These updates are seamlessly applied, ensuring customers always benefit from the latest advancements without requiring any action on their part. This commitment to innovation ensures Madison AI remains a cutting-edge solution for government needs.

Timeline and Training Schedule

The table below represents a standard deployment and training schedule for Madison AI.

Activity	Timeline	Responsible Person
Create client data table and sources	Before Kickoff	Madison AI Manager
Review data in the index and get client sign-off.	Day 1-5	Madison AI Client Manager and Client SME
Establish pilot team. (David)	Executives, Managers, and Staff	Client SME
Approve authentication (SSO) and deployment method with IT Manager.	Day 10	Client SME and Client IT Manager
Setup application in client tenant (IE Teams Channel, Azure App and/or SharePoint).	Day 10-14	Client IT Manager and Madison AI Development Team
Train Pilot Team.	Day 14	Madison AI Manager
Feedback from Pilot team and enhancements as needed.	Ongoing	Madison AI Manager
Customize prompts.	Day 14	Madison AI Manager
*Setup, approve and deploy the staff reports.	Day 14	Madison AI Manager
Host training/deployment session to entire organization (1-2 sessions).	Day 14	Madison AI Manager and Pilot Team
30-Day follow up with entire organization.	Day 30	Madison AI Manager
Utilization Reports	Day 45	Madison AI Manager
60-Day Check-In	Day 60	Madison AI Manager
Ongoing Training	As Needed for New Features	Madison AI Manager

4 c. Performance Metrics

Madison AI delivers accurate, complete results with precise information retrieval. Here is an overview of our benchmark metrics established 01/01/2025. Updates and improvements to these benchmarks are ongoing. RAG applications have standard performance measures, but not industry-standard targets, yet.

Faithfulness: 83%

This checks how reliable the solution is in avoiding false or made-up information. In other words, it ensures the answers are based on real facts and knowledge.

Current: 83% Internally Established Target: 96%

Recall: 89.4%

This measures how much relevant information from all the available facts is successfully included in the answers, ensuring important details aren't left out.

Current: 89.4% Internally Established Target: 90%

Precision: 79.5%

This assesses whether the solution provides answers that are not only correct and accurate but also aligned with what the question specifically asks for.

Current: 79.5% Internally Established Target: 90%

Real-Time Analytics

Madison AI uses Fathom Analytics to provide anonymized user-level usage analytics.

Fathom Analytics is a lightweight, privacy-first analytics solution designed to provide clear insights without compromising user privacy. For AI applications, it offers a seamless way to track key metrics and user interactions, ensuring teams can make informed decisions about system performance and user behavior. Key features include:

- **Privacy-First Design:** Fathom Analytics does not track personal data or use invasive cookies, making it fully compliant with GDPR, CCPA, and other privacy regulations. This ensures AI systems can gather insights while respecting user confidentiality.
- **Actionable Metrics:** It provides concise, real-time analytics on user engagement, session durations, traffic sources, and page views, enabling AI developers to optimize workflows and improve user experience.
- **Simplicity in Integration:** Fathom is designed to be easy to integrate into AI applications, requiring minimal code changes while offering robust functionality.

- **Scalability:** Whether used for small-scale pilot projects or large-scale AI systems, Fathom Analytics adapts to track metrics effectively without introducing unnecessary complexity.

By leveraging Fathom Analytics, AI teams can maintain transparency, optimize application performance, and make data-driven improvements, all while upholding the highest standards of privacy and compliance.

Quality Control

Madison AI provides explainability through context-centric outputs, generating responses grounded in original source documents like local government public records and strategic plans. The system's quality control measures include citations noted whenever possible, allowing users to trace the origin of information. It also integrates user feedback via a thumbs-up/thumbs-down mechanism to enhance performance.

4 d. Risk Management

Risk Management

- An agency's Madison database is built on public records and master authority documents, making it risk-averse to security leaks. It is also built on Azure with end-to-end encryption.
- **Processing Environment.** Data processing is handled via Azure AI Search with built-in security features.
- **Input Validation.** User inputs are validated to prevent injection attacks or malicious code.
- **No Reverse Connectivity.** Madison AI does not initiate connections to client environments, eliminating the risk of "infecting" systems.

Data Auditing and Monitoring

The Madison AI system continuously monitors for anomalies, with logging, real-time alerts using Azure Alerts, and automated mitigation.

Threat Detection and Response

Madison is proactive in its efforts to prevent attacks and ensure security within its system as follows:

- **Processing Environment:** Data processing is handled via Azure AI Search with built-in security features.
- **Input Validation:** User inputs are validated to prevent injection attacks or malicious code.
- **No Reverse Connectivity:** Madison AI does not initiate connections to client environments, eliminating the risk of "infecting" systems.

4 e. Compliance and Standards

Data Security & Privacy

Although Madison AI only stores publicly available data, it is a Microsoft Azure App, compliant with [Microsoft's Data Protection](#) policies. Firewalls and Microsoft Defender are active on any applicable resources. In addition, our application uses Microsoft Authentication with App Registration to manage user access securely, including:

- We leverage **Microsoft Entra Directory** for Single Sign On (SSO) authentication, benefiting from robust security features in the Microsoft ecosystem.
- The application is **multi-tenant**, supporting users from any Microsoft Entra Directory.
- Restrictions allow requests only from specific tenants, **including the client and Madison AI**.

Algorithm Transparency

Madison AI leverages OpenAI's GPT-4o model, which has undergone extensive efforts to mitigate biases related to gender, race, socioeconomic status, disability, culture, age, or other protected classes. However, the system's responses are grounded in the source documents it accesses local government public records, master plans, strategic plans, and zoning/code documents. These documents may contain inherent biases reflective of historical and societal contexts.

The Madison AI RAG methodology is built to ingest and process thousands of files in the data retrieval process. This builds the AI's response on numerous cross-referenced files. We also prioritize the official records, such as laws, codes, and voting records.

Continuous Improvement

Madison AI is designed to prioritize the most recent data updates, ensuring it uses the latest information for generating responses. Users can provide feedback through a thumbs-up/down mechanism, specifying issues like missing citations or irrelevance, which is used to improve the system over time. Monthly dataset updates ensure ongoing accuracy and relevance, and the system's logic helps manage data redundancy effectively. Although the model itself isn't fine-tuned based on user input, feedback is utilized to enhance search algorithms and overall system reliability, ensuring robust handling of various data and user interactions.

The user feedback is stored in a Cosmos database. Once we have enough user feedback from that specific jurisdiction (each jurisdiction has a dedicated environment, so it is just that agency's feedback) we aggregate the data and use the processed feedback to update the RAG logic.

Interoperability

Madison AI is a Microsoft Azure App. Therefore, it is embedded in the Microsoft ecosystem, automatically showing up as an application in M365 and O365. Additionally, as with all AI solutions, Madison AI is built as microservices, where each microservice can be engaged through API calls and endpoints. This enables Madison AI to be integrated with and ingest data from any system authorized by the client.

Data Governance & Cybersecurity Provisions

Data Integrity and Accuracy

- Madison error checks its output against the agency's approved minutes and master documents. It also provides full citation of every data point to eliminate "AI drift."
- Madison accurately references and researches your database of decisions and policy, including:
 - Historical accuracy of previous Board actions back 5 years.
 - Reference to Board authorities, master documents, and current policies.
 - Style & grammar check against the style guide. (e.g. Oxford comma)

Data Privacy and Compliance

Madison AI is a Microsoft Azure App, compliant with Microsoft Data Protection policies:

- Data is **NOT** available to other customers, OpenAI, or Microsoft.
- Data is **NOT** used to improve models for third parties or Microsoft services.
- Azure OpenAI operates within Microsoft's controlled environment, disconnected from OpenAI services.
- Data is **NOT** shared with any organization or user outside of the customer's tenant.

Data Access Controls

Role-based access control (RBAC) ensures users have the least privilege necessary. In addition, the Madison AI application uses Microsoft Authentication with App Registration to manage user access securely, including Microsoft Authentication.

Data Retention and Disposal

- Stored data is indexed and vectorized for AI processing and user conversations and is stored in Azure Cosmos DB. Sensitive personal data is not stored, and unnecessary data is securely deleted.

- **Retention:** Data is stored in the vector database and retained for the duration of the customer's active status with our services. Regular backups and disaster recovery plans minimize risks of data loss.
- **Temporary Storage:** Files uploaded by users are considered temporary and stored for a limited time to support application functionality. User-uploaded files will be automatically deleted after 30 days from the date of upload or sooner if no longer needed for application operations.
- **Deletion After Termination:** Upon cancellation or termination of service, all vector database entries associated with the former client are retained for an additional 10 days to allow for any necessary reconciliation or data export. After 10 days post-cancellation, all customer-related data in the vector database will be permanently deleted.

Encryption

Encryption is applied to data both at rest and in transit for enhanced security.

- **Data Storage:** 256-bit AES (Advanced Encryption Standard)
- **Data Transmittal:** TLS (Transport Layer Security) 1.2 is required for the minimum level of access

Vulnerability Management

To ensure compliance with vulnerability management, we adhere to the Azure Security Benchmark guidelines. Continuous vulnerability assessments are conducted to identify potential security weaknesses in our system. Secure configurations for all assets are maintained and regularly reviewed to mitigate risks.

We have automated alerts plus manual reviews to support quick incident response to address and mitigate the impact of security incidents. We ensure compliance with regulatory requirements and maintain detailed records of vulnerability management activities for auditing purposes. We use MS Defender as the standard evaluation tool

Security Governance Framework

Madison AI applies Responsible AI Principles using this functionality:

- Accuracy is achieved by only using your data set.
- Completeness of results by engineering long-form response.
- Full citation of every data point to eliminate "AI drift" & hallucinations.
- Prioritization of master docs and policies to "weight" authority content.
- Error checking against relevant "master documents."
- Data is current through monthly reindexing.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

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

Category 1 - AI Solutions Pricing Format Request Example				
Notes: 1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2025-018. 2. Please provide unit pricing for each proposed item, including a percentage discount offering, if any. 3. Use as many lines as necessary. 4. Detail any additional information.				
Description	Add additional description if necessary:	Unit Price	% Discount	Notes/Comments
1. Software Licensing and Subscription Costs: Policy & Governance Model - Annual Licensing Fee:	Subscription includes: - Unlimited staff use - Auto indexing of your data 1 time per month - AI Tokens for search and OpenAI with a limit of \$250 per month. Usage beyond this limit will incur additional fees.	\$ 25,000.00	0%	Annual fee (if applicable)
1. Software Licensing and Subscription Costs: Planning & Zoning Model - Annual Licensing Fee:	Subscription includes: - Unlimited staff use - Auto indexing of your data 1 time per month - AI Tokens for search and OpenAI with a limit of \$250 per month. Usage beyond this limit will incur additional fees.	\$ 25,000.00	0%	Annual fee (if applicable)
1. Software Licensing and Subscription Costs: All other Models for Departments - Annual Licensing Fee:	Additional LLM Subscription(s) include: - Unlimited staff use - Auto indexing of your data 1 time per month - AI Tokens for search and OpenAI with a limit of \$250 per month. Usage beyond this limit will incur additional fees.	\$ 10,000.00	0%	Annual fee (if applicable)
2. Implementation and Customization Costs: Madison AI Software - Set Up Fee per Model	Deployment includes: - Build your dataset (index) through data collection, conversion, and setting up automated systems to update your data continuously. - Set up your agents & use cases for your specific actual documents, decisions, and workflows. - Up to 3 custom templates, like staff reports or memos, tailored to your exact needs. - Guided implementation with a dedicated success manager to ensure confident adoption in 60 days. - 10-15 years of historical data as part of your fully built AI assistant.	\$ 10,000.00	50%	One-time fee per Model; \$5,000 discount off the unit price for TX Share customers
3. Training and Support Costs: Include costs for training government staff, technical support, and customer service, both during and after implementation.	Included in the Set Up Fee			
4. Ongoing Maintenance and Updates: Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.	Included in the Subscription Fee			
5. Optional Add-Ons or Features: List any additional features or services available that are not included in the core proposal but can be added at an additional cost.				
6. Total Cost of Ownership (TCO): Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.		\$ 30,000.00		Year 1 cost for 1 model (Policy & Governance OR Planning & Zoning) reflecting 50% discount on Set Up Fee; additional models will incur additional fees as noted.
7. Additional Costs (if applicable): Additional Token Usage	Suggested to scale utilization to 100 users. For budgeting purpose only.	\$ 3,000.00	0%	

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

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:		M3 Planning, Inc. dba Madison AI	
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
		<input checked="checked" type="checkbox"/>	<input type="checkbox"/>
If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.			
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:		M3 Planning, Inc. dba Madison AI	
Notes:		Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.	
		Will service all fifty (50) states <input checked="" type="checkbox"/>	Will not service fifty (50) states <input type="checkbox"/>
		<p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>	
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

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

End of Exhibit 3

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

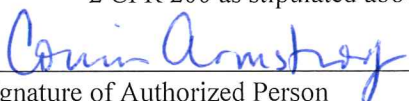
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period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

Check one of the following:

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

-OR-

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



 Signature of Authorized Person

 Connie Armstrong
 Name of Authorized Person

 M3 Planning, Inc. dba Madison AI
 Name of Company

 5/8/25

 Date

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

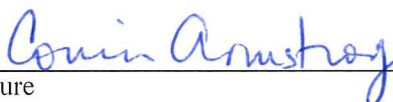
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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



Signature

Head of Client Operations

Title

M3 Planning, Inc. dba Madison AI

Agency

5/8/25

Date

APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION

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

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

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

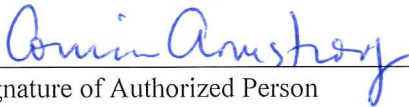
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Connie Armstrong

Name of Authorized Person

M3 Planning, Inc. dba Madison AI

Name of Company

5/8/25

Date

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

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

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

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

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

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Connie Armstrong

Name of Authorized Person

M3 Planning, Inc. dba Madison AI

Name of Company

5/8/25

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

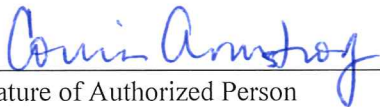
The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

Check one of the following:

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

-OR-

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



Signature of Authorized Person

Connie Armstrong

Name of Authorized Person

M3 Planning, Inc. dba Madison AI

Name of Company

5/

Date

APPENDIX E **DEBARMENT CERTIFICATION**

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

 M3 Planning, Inc. dba Madison AI, nor its principals (Name of lower tier
 participant)
 are presently:

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

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

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

EXCEPTIONS:



 Signature of Certifying Official

 Head of Client Operations

 Title

 5/8/25

 Date of Certification

Form 1734

Rev.10-91

TPFS