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

Citibot, Inc. ("Contractor")
656 Ellis Oak, # 108
Charleston, SC 29412

ARTICLE I
RETENTION OF THE CONTRACTOR

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

ARTICLE II
SCOPE OF SERVICES

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

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

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

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

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

2.5 **NCTCOG Obligations**

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

2.6 **Participating Entity Obligations.**

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

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

2.7 **Contractor Obligations.**

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

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

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

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

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

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

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

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

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ARTICLE IV
COMPENSATION

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

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

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

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ARTICLE V
SERVICE FEE

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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.

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ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES

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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.

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ARTICLE VII
REPRESENTATION AND WARRANTIES

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

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

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

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

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

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

ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX
GENERAL PROVISIONS

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

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

If to Contractor: **Citibot, Inc.**
Attn: Bratton Riley
656 Ellis Oak Avenue, # 108
Charleston, SC 29412
843-324-6167
Email: bratton@citibot.io

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.
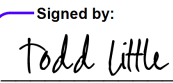
Citibot, Inc.   **North Central Texas Council of Governments**

W. Bratton Riley (signature)   05 / 06 / 2025   Signed by:
_____   _____   _Todd Little (signature)_   6/1/2025
Signature   Date   _____   _____
                                                            232D24222B0842B...
                                                            Signature   Date
                                                            Todd Little
W. Bratton Riley   Executive Director
_____
Printed Name

CEO
_____
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

a. Project Deliverables

Citibot is an AI-driven chatbot solution that can be implemented for a department-specific task or a government wide approach to external customer service, which is the primary use of Citibot, or an internal facing chatbot solution to help staff in particular departments or government wide.

When thinking of the primary use of Citibot, which is for external facing customer service in 75 languages for a government-wide, one-stop shop approach to resident customer service, Citibot can enhance the user experience to get what the resident needs in the moment that's convenient for them, streamline and make efficient the government customer service offering highly effective for residents. While this RFP takes a department-specific approach, which is understandable, the presumption that government needs to make is that residents do not know what each department is responsible for. So, when considering the resident experience, the best approach for

the resident is to take the one-stop shop approach with chat so that regardless of the question and regardless of which department, the resident will have their needs met. Thus, Citibot can help improve and streamline the processes *for all the departmental interfaces with residents* outlined in the challenge questions below.

To view these experiences, please look to the Citibot branded Chatbot, "SUNNY," on the City/County of Denver website or any of the examples provided for our Texas customers like Arlington, Bedford, McAllen, etc.

i.   Administration: How can AI assist with strategic planning, policy analysis, performance tracking, and enhance decision-making process for effective city government?

Citibot chatbots have demonstrated for other local government customers that they can make better decisions based on the real conversational data that is generated by the chat experience to better understand what the specific residents' needs are. These decisions include opportunities to prioritize certain residents' needs as well as how information is presented to residents via the website(s). Citibot frequently helps governments add content to the website that the government has overlooked based on real resident feedback data.

ii.   Development Services: How can AI assist in streamline permit applications, automate inspection scheduling, improve communication with developers and residents?

Citibot chatbots have demonstrated for other local government customers that the resident customer can much more quickly find the permit application that they need to apply for without prior knowledge. The resident user experience is much faster through Citibot and can help the local government earn more revenue through permits. For example, please use the Citibot chatbot at www.denvergov.org and ask a question like, "How do I get a fence permit?" or "Do I need a permit to build a fence?" Citibot can also integrate into third party permitting software utilized by local government if necessary to streamline the process even further.

iii. Event Center: What AI-driven solutions can enhance customer engagement, streamline ticketing processes, and optimize event management?

Citibot chatbots have demonstrated for other local government customers how residents and customers of ticketed events and event venues can have a much more streamlined user experience in quickly learning about future events and how to pay for them, just by showing up to these relevant websites and asking the questions to the chatbot in 75 different languages.

iv.   Economic Development: What AI-Driven solutions can attract investment, facilitate business development, and streamline processes for economic growth?

Citibot chatbots have demonstrated with other local government customers how the different personas in the economic development ecosystem will more rapidly understand development opportunities and incentives, projects landed and under construction, and any public process related to economic development. And since economic development goes hand in hand with development services, Citibot helps the developer answer all the holistic questions surrounding a development project, which includes the relevant permits needed for full approval.

v.   Finance and Budget: What AI-driven solutions can support financial forecasting, optimize budget allocation, detect anomalies, and improve overall financial management and reporting?

Encapsulated GenAI models, like a Citibot chatbot, can access all the information and data that a local government has to not only query the data to provide direct answers to questions and also to present different budget planning options based on projected revenue scenarios that would help build annual budgets. These same chatbots can then track the actual performance of an approved budget to model whether actual performance aligns with the projections in the budget.

vi.   Human Resources (HR): How can AI solutions automate HR processes, enhance employee engagement, and transform recruitment and onboarding expenses?

Citibot chatbots can be deployed for internal employee usage, like, for example, on an internal SharePoint site. The Citibot knowledge base for the chatbot can be all designated content by HR for employees to easily get answers to questions about policies, time off, and other relevant information. The Citibot Team is well-aware about how important retention is in the local government space, and it is tools like ours that can highly improve the employee experience.

vii.   Information Technology and Cybersecurity (IT): How can AI solutions alleviate the workload of IT personnel? Can they automate Help Desk support, streamline processes, create documentation for IT service domain knowledge, assist with cybersecurity threat detection, or take a proactive role in auditing and cyber defense?

Citibot chatbots would dramatically reduce workload for IT personnel because internal staff can use the Citibot chatbot to get general IT questions answered and put in a ticket to the ticketing system that the IT Department might have in place with the Help Desk. Citibot has direct integrations into the ticketing system so that employees can report an IT issue through chat and not have to call the Help Desk, which makes the internal process of fixing IT issues so much more streamlined.

viii.   Library Services: What AI Technologies can provide a personalized user experience, improve catalogue searches, and offer automated assistance?

Citibot chatbots are excellent tools to help answer all the types of questions that its constituents have about hours of operation, events, book, and other material availability, as well as checking them out. The library system can feed all catalogue and relevant data into the Citibot chatbot knowledge base so that Citibot can answer all the specific questions that constituents have. The Dublin, Ohio Citibot chatbot has all information from the Franklin County Library website in its knowledge base for the one-stop shop chatbot that Citibot built for the city.

ix.   Municipal Courts: How can AI support efficient case management, automate routine inquiries, and improve citizen's access to legal information?

Citibot chatbots have clearly demonstrated how they are beneficial to the municipal court system. Many of Citibot's chatbot customers have the municipal court website in the chatbot knowledge base to answer as many relevant questions as possible like, for example, "What do I do if I miss my court date?" Citibot staff works directly with the municipal court clerk and staff to understand the types of questions that come in so that they can be directly answered in 75 different languages for residents and pirates to a court proceeding.

x.   Parks and Recreation: What AI solutions can enhance program management, registration processes, and personalized recommendations for recreational activities?

Citibot chatbots have clearly demonstrated for cities and counties across the country how they can improve the resident experience in dealing with the Parks and Recreations systems. All types of questions around booking and recommending specific sports programs for parents; helping future and existing volunteer coaches get answers to all the questions that they have; booking park facilities for special events and birthday parties; and all the other great services that these departments provide in 75 languages.

xi.   Parks Maintenance: How can AI improve maintenance scheduling, optimize resource allocation, and facilitate better communication with residents?

Citibot chatbots have clearly demonstrated how they can assist with resident reporting issues with park infrastructure or maintenance, and as is mentioned in the answer above, Citibot can improve the resident experience by making it much easier for the resident to learn more about park maintenance and upgrades, future project plans with opportunities for resident feedback, and special community events that might happen throughout the year in 75 languages.

xii.   Public Works: What solutions can help in optimizing project schedules, managing resources, and keeping residents informed about public infrastructure projects?

Citibot chatbots have clearly demonstrated how they can assist with engagement around future projects and like in Fort Worth, TX, they can target engagement around Public Works infrastructure projects that impact traffic and/or the water system, for example. In addition, Citibot chatbots integrate into the service request software systems heavily used by the Public Works department to fix potholes and other road and street infrastructure, for example. The resident can easily report the service request through chat, and that service request and appropriate data associated with it will automatically be entered by Citibot's Api into the work order software system for that particular service request. This streamlines this entire process and saves the government time to field the request and enter it into the software system.

xiii. Utility Billing: How can AI automate billing inquiries, streamline payment processes, and provide real-time updates on utility usage?

Citibot chatbots have been deployed across the country to assist with power, water, and sanitation customer service. Citibot works with many cities and counties that operate these utilities to reduce the call volume into the utility call center and answer relevant questions in 75 languages.

xiv. Visitors Bureau: How can AI enhance visitor engagement, provide personalized recommendations, and improve tourism management?

Like in the case of the Economic Development challenge mentioned above, Citibot can dramatically improve the visitor experience by pulling all the Visitors Bureau web content as well as other documents into the knowledge base to help answer visitors' questions in 75 languages. For example, Citibot is in active conversation as of this response with the City of Arlington, TX about the World Cup games and events in 2026. Citibot is adding the WhatsApp channel to its channel offering so that visitors from around the world can ask specific questions in 75 languages in advance of arrival to the Metroplex as well as during the visit. Citibot plans to do the same with Kansas City, Miami, and other venues for the World Cup in the US.

xv. Other Government Entity Departments: What AI-driven innovations can improve service delivery, streamline routine operations, and bolster data-driven decision-making?

Citibot has clearly demonstrated, with its One Stop Shop, customer service for all residents who want or need to engage with local government. As is mentioned in the introduction, Citibot understands that residents do not know which department may provide a particular service or to whom to reach out. With the Citibot chatbot,

residents can just show up and ask any question about any of these challenges mentioned above or any other service not included in the above challenges. The Citibot outcomes are that more residents get directly served and we save government time and money in doing so. Additionally, the data is very clear that if a government creates a better digital experience for residents, the residents will trust the government more, which is the core element of the Citibot Mission.

b. Technical Approach

Citibot is a full resolution SaaS solution hosted at AWS. The platform enables our customers to focus on their business and not to have to focus on building and managing complex bots and AI technologies. As such the company's scope of services are all encompassing from the designing and marketing of the bot, configuration and implementation to the ongoing maintenance and support. Our technology and services are as follows:

Design/Marketing & Branding
Design features of the bot improve the overall user experience are included within the Citibot solution and go beyond industry best practices for ease of use and features below:

- Matching NCTCOG's branding requirements so that the web chat interface looks like it was always on the website (desktop and mobile), like, for example, the City of Ann Arbor's Chatbot, "ASK ANN" at www.a2gov.org.
- Customized Greeting to have the contextual "tone" and "tenor" of NCTCOG.
- Ability to change the Chat Greeting immediately upon request to account for important moments and emergencies that might occur.
- Customized Message Button on Web Chat for users to send in a message.
- SMS number selection to support the NCTCOG's brand. (Optional)

Product Roadmap
Out-of-the-box, Citibot integrates with Esri, QuickBase, Socrata (Tyler Data & Insights), and Trello. Other integrations include Accela, Motorola, Tyler MyCivic, GoGov Apps, Rock Solid, Granicus OneView, Cityworks, and GovQA. Citibot is also available on the following platforms with more to come in 2025.

Channels	Connectivity Availability	Product Roadmap
SMS	Yes	
Webchat	Yes	
Embedded Mobile App Chat	Yes	
Facebook Messenger	No	2025
Twitter Direct Messages	No	2025
WhatsApp	Yes	

Channels	Connectivity Availability	Product Roadmap
Voice	Yes	

Interactive Web Chat

Automated, fully integrated web assistant that interacts with web visitors, providing conversational customer service experience through the NCTCOG website. Users can submit a service request, ask a question, find information, and send a direct message into staff workflow 24/7.

Interactive Text Chat

Users interact through a dedicated phone number. No app download is needed. Automated chatbot allows users to submit a service request, ask a question, and send a direct message into staff workflow 24/7.
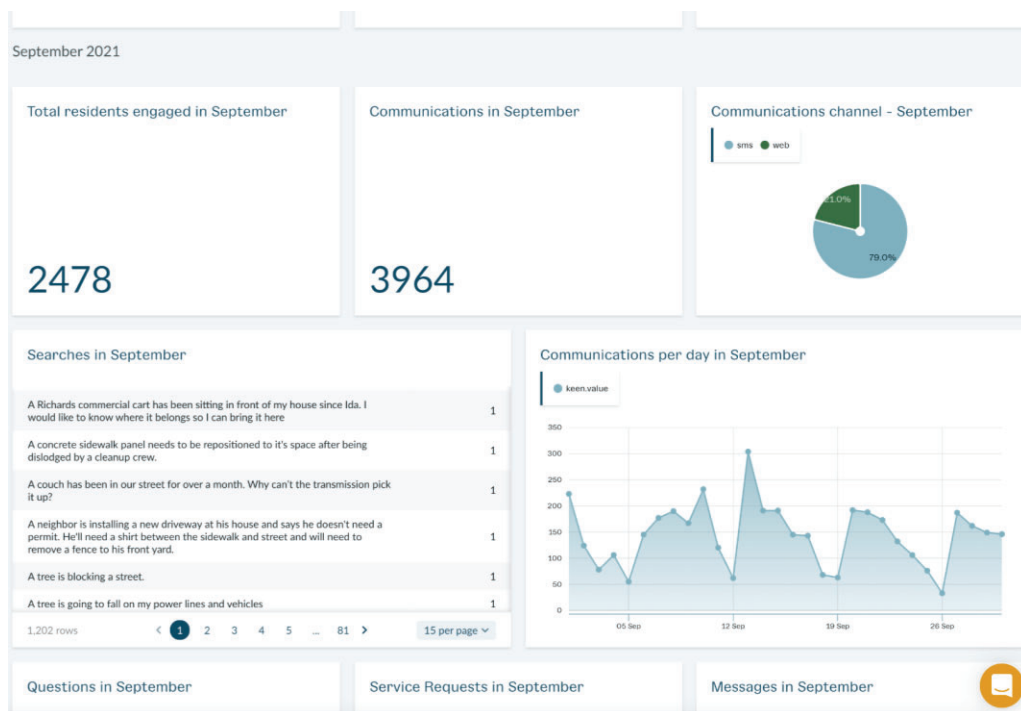
Interactive Text Alerts

NCTCOG employees can send interactive text alerts in English and other languages, leveraging translation API services, based on specified categories/topics that users opt-in to. Alerts provide the ability to send mass communications through push notifications to NCTCOG intended users.

Live Chat

Live chat is accessible as an escalation to a live agent when the answer is not sufficient or requires live service after using the chatbot. Live chat is fully customizable with seamless handoff from the chatbot. This includes the ability to customize notifications, away messages, and fallback options during off hours by department or area that needs to be serviced. A part of the overall Citibot solution, the live chat allows for transcripts, advanced routing rules, and the ability to have internal note options through the integrated system.

Reporting and Analytics

Citibot will set up a Citibot Analytic Dashboard for NCTCOG to use as a real-time decision-making tool regarding service requests and customer addresses. As questions come in and issues are reported, Citibot analytics stores the information, aggregates the information, and displays the data in a user-friendly format. The data is stored in a secured cloud storage system indefinitely or as determined by NCTCOG. Client receives monthly reports via email from Citibot.

Integrations

Citibot's Open API is easily customizable and accessible to bring data in and out of the system. Citibot easily integrates with Microsoft products including Office 365 and SSO via Azure SAML, email, and calendar.

Citibot will have seamless integration with the existing and future websites and content management systems (CMS). Citibot will integrate with NCTCOG's multiple web properties. Citibot integrates with the NCTCOG's websites CMS using custom html language and JavaScript and then leverages Google Search to begin searching and categorizing data through Citibot's proprietary software is non-obtrusive. Once integrated the Citibot search engine continues to crawl and navigate the site looking for changes to information and updating the system's knowledge base. This makes it easy to integrate into any type of website application including, but not limited to Drupal, HTML and ASP.net sites. Citibot has embedded its webchat into Granicus, CivicPlus, ReVize, Municode, Civic Live, and other website interfaces. Citibot will size and tune the system to be able to address the volume of data that number of questions asked per session. Citibot is fully scalable and works to categorize questions needing answered in a hierarchical manner.

Scalability

Citibot is a scalable solution that can meet the NCTCOG's use cases for types of users, access type, number of users, and number of concurrent users. Hosted in AWS, the capacity of the Citibot platform enables hundreds of thousands of users to access the system without any latency or performance issues. Currently, implemented across 100+ government customers with millions of potential users and thousands of concurrent ones, Citibot chatbot conversations generate highly relevant data analytics

to help government improve performance metrics and highlight the important work the department provides. Citibot can track performance metrics associated with system performance and the time it takes to address the end user's needs.

Access Control and Authentication

Citibot has single-sign-on (SSO) capabilities and can work with Active Directory (AD). With the application integration, Citibot will comply with specifications established by the NCTCOG that are specific to its use. Citibot also deploys Auth0 for multi-factor authentication and security. Auth0 is a market leader in the secure access software market. Additionally, in becoming an AWS Public Sector Partner Company, Citibot went through a well-Architected Review Process, which included adding layers of mufti-factor securitization process from within the Citibot software ecosystem. Finally, Citibot uses Google Apigee for its API Management Platform, which also has a multi-layered securitization system before anyone can access certain aspects of the Citibot APIs.

End User and IT Operating Environment

Citibot accommodates the latest browser editions including mobile browsers. It is also capable of supporting pre-existing browsers. It does not rely on any plugins or extensions. Citibot can work on any Windows/IIS/.Net Frameworks as it is network agnostic. Citibot is platform agnostic (Windows/Apple/Browser/iOS/Android and is compatible on all major web browsers and with all devices, desktop and mobile, including older versions. Accessible from any web browser on mobile and non-mobile devices as well as within a mobile app, Citibot leverages responsive design for mobile deployment. Citibot's solutions are accessed from any web browser on both mobile and non-mobile devices. The Citibot webchat assistant or chat icon appears in the lower right corner of the computer or mobile phone screen. By selecting the chat icon, the customer enters the solution and begins interacting with NCTCOG. Citibot's solution can also be embedded within an in-store mobile application from Apple or Android.

Platform and Cybersecurity

Citibot protects its customers through its ability to meet and exceed cybersecurity requirements adhered to by government agencies. The following information details how Citibot implements its cybersecurity plan. In isolating our systems from government systems to reduce exposure in the case of a breach In your systems, Citibot does not maintain any PII or PCI related information in the AI chatbot but instead retrieves data from the NCTCOG's websites it wishes to allow Citibot to scan and retrieves data through integration to other systems that house the information.

Citibot ensures the product meets or exceeds cybersecurity requirements at implementation and is on-going, protecting customer and NCTCOG data and equipment. Understanding the importance of protecting data, Citibot deploys a comprehensive approach to ensuring it follows security best practices and integrates

into the NCTCOG's proxy environment and existing security applications as follows. The solution is FIPS 140-2 compliant and complies with laws and regulations such as PII, HIPAA, PCI, and more. Citibot meets the American with Disabilities Act (ADA) guidelines providing through SMS and web chat connectivity to hearing and vision impaired devices. Citibot does not store any PII data in its systems and the solution recognizes the input of privacy data, for example SSN# so that the data is removed from the chatbot.

Citibot isolates each customer into its own individual data store that is secured and isolated from other client customer data in the Citibot solution through the AWS Cloud as well as through the direct integration into CMS applications. The Citibot team treats security as the most critical attribute in the software development life cycle. Citibot's guiding principles focus on the following areas:

Zero-Trust Policy Management
Citibot interfaces and integrations produce a secure web token from a private key that is made available by OAUTH 2 client key and secret. These tokens are short-lived tokens that expire. API authentication is granted using the client credentials OAUTH2 grant flow, and specific scopes are authorized based on the application's role and responsibilities. Every interface and integration transaction are logged and tracked for auditing purposes. There is no trust between any remote applications, services, or processes, throughout the Citibot application suite.

End-to-End Encryption
Citibot processes leverage HTTPS/JSON protocols to communicate between applications and services providing end-to-end encryption from the edge application to the data center storage servers. No unencrypted data is passed through the Internet.

Encryption at Rest
Data stored in structured data stores are encrypted at rest. Backups are images of the encrypted data volumes and therefore are encrypted. The cloud vendor manages the encryption keys. Encryption keys are FIPS 140-2 compliant.

Asymmetric Key Authorization
Applications and services are required to access API and services using asymmetric key authorization. This process uses the standards OAUTH2, and OpenID Connect. Citibot utilizes the services of Auth0 and APIGEE to keep security authentication, authorization policies and practices as current as possible.

User Authentication
Resident: This type of user is not required to authenticate with the system because in many cases the user wishes to remain anonymous. Citibot's solution captures and maintains the users contact information including, name, email address, and phone so

that the system can easily engage with the user and maintain history on user interactions.

Citibot has single-sign-on (SSO) capabilities and can work with Active Directory (AD). With the application integration, Citibot will comply with specifications established by the NCTCOG that are specific to its use. Citibot also deploys Auth0 for multi-factor authentication and security. Auth0 is a market leader in the secure access software market. Additionally, in becoming an AWS Public Sector Partner Company, Citibot went through a well-Architected Review Process, which included adding layers of mufti-factor securitization process from within the Citibot software ecosystem. Finally, Citibot uses Google Apigee for its API Management Platform, which also has a multi-layered securitization system before anyone can access certain aspects of the Citibot APIs.

As a company, Citibot takes security seriously and is focused on continual improvement of its security practices. The next security that will be layered into the product includes key rotation, periodic key rotation, and chaos engineering. Adding these features into our security stack will allow Citibot to continue to develop a robust suite of services that are not only secure but resilient, future-proof, and antifragile. Citibot has a data security agreement that can be shared later.

BOT Training
Citibot is a pre-trained full resolution enterprise scalable and omnichannel turnkey solution. Citibot leverages Gen AI and conversational AI using large language models (LLM) to provide an automated and multi-channel chatbot government solution. Citibot allows NCTCOG not to need to learn to build bots, undergo training, or support and maintain a system.

System Training
Training on the Citibot solution can take place either in person or online. System documentation and training materials are provided online and can be customized to meet the needs of NCTCOG. Training on the solution is usually about two days. Citibot will supply an online searchable website location that has full documentation on the Citibot solution and all training guides. Training is included in the implementation fee.

Data Retention and Renewal
Citibot permits NCTCOG to delete or retrieve data, even data that may be stored offline or in backups. However, the Citibot solution does not store NCTCOG's data. Citibot's technology uses existing data sources, for example NCTCOG's website, databases, and service request systems to garner what it needs to respond to the end user effectively. Therefore, NCTCOG simply needs to maintain their existing applications and Citibot will present the most accurate data for answering end user questions.

Disaster Recovery Plan

Citibot guarantees availability and reliability 24/7. Citibot is hosted in the AWS cloud in Northern Virginia. Northern Virginia is the primary site. The system is configured to failover to multiple secondary sites spanned across the Citibot solution. Sites are located within the United States. Hosting of the solution in the Amazon cloud with multiple instances ensures 99.99% availability of the Citibot solution. To date, Citibot has not experienced any outages due to its design of high availability configured in cloud systems.

Citibot uses an encapsulated, secure Language Model that only will use publicly available government content in its knowledge base. Because of the evolution of GenAI technology, the implementation of the Citibot chatbot platform does not involve too much NCTCOG staff time to test or train. Citibot builds the platform and implements the platform. It also designs it and builds the marketing campaign to support the communications team at NCTCOG.

By clicking on the interphase in the bottom right corner, questions can be asked to NCTCOG, and our chatbot will respond with answers and provide the link sources of where the answers are coming from. The knowledge base is the NCTCOG website and related websites. Citibot can include other links and documents in the knowledge base if the customer desires. Those documents can also include PDFs.

The customer can share FAQs with Citibot, which can be used for testing, and Citibot can curate any specific answer to any question that the resident asks. But the system is not reliant on FAQs or any elaborate training that earlier Machine Learning and NLP models that were in the marketplace before the launch of the Large Language Models.

In addition to answering questions, if the customer desires, users can also report service requests through Citibot, and the Citibot Team will build those conversations in conversation AI within the Citibot, AWS secure environment.

As referenced earlier in this document, Citibot builds a data dashboard for its customers that tracks macro communication data, like how many users are communicating during a particular time frame, and micro data like what are the questions and the responses from the Citibot Chatbot. As a part of its customer service, Citibot sends monthly, quarterly, and annual data reports and its customers can designate the staff that has real-time access to the data dashboard.

All the Citibot data generated though its chat is stored in a highly secure environment within AWS s3 cloud, and each customer owns its data and has its own secure environment.

Citibot will deliver (1) a fully tested chatbot, to be embedded into NCTCOG website CMS system using html (JavaScript) code; (2) multi-language translation capability for

75 languages; (3) a data dashboard as discussed; (4) a secure cloud storage environment exclusive to NCTCOG; (5) and a branded chatbot interphase that is a brand extension of NCTCOG, along with a marketing campaign with a press release, social media designed posts, base Canva design files for other marketing usages like signage for events or where users are receiving walk-in customer service. If also desired. Citibot can implement an SMS enabled chatbot platform if NCTCOG so chooses. As referenced in this document, Citibot expects the implementation time to not last longer than 60 days.

On behalf of NCTCOG, Citibot will maintain and host the platform and provide proactive customer service to continuously improve the platform based on how users are using it. With Citibot, the NCTCOG staff will not have the responsibility to improve the system or carry the anxiety associated with the system needing to be fixed. This is the responsibility of Citibot.

Optional Features
- SMS Chat using a designated SMS number for NCTCOG
- Voice Chat using a designated number to call for Gen AI driven responses. As an example, call the Citibot Denver Demo Voicebot at 720.575.1355
- Multi-language translation in 75 languages
- WhatsApp Chat using the same designated number for SMS Chat

Customer Support
Customer support is offered 24/7. An example of a service level agreement (SLA) is provided in the Appendix. The cost for customer support is inclusive of the subscription fee.

Maintenance
No maintenance is required as Citibot manages that for NCTCOG. Costs for maintenance are inclusive in the subscription fee.

c. Performance Metrics

Citibot measures its success and performance, including key performance indicators (KPIs) for each deliverable by working closely with the team as it trains the BOTs to respond. This includes its approaches to ensure accuracy, reliability, and continuous improvement of the AI solution.

Citibot uses multiple GenAI Large Language Models (LLM) in its software engine and has its own unique methodology of gathering knowledge from each customer to achieve a remarkably high accuracy rate. For example, in Denver, CO, the Citibot accuracy rate is 95%, meaning that it is accurately answering 95% of the questions. That does not mean that the other 5% of the answers are inaccurate because that would be unacceptable. 0.01% of inaccurate answers are unacceptable.

With Citibot's unique technology, the questions that it cannot answer, which is because the data to back the answer is not in the chatbot knowledge base, Citibot will send over to the customer so that the customer can reach out to the resident to answer the question. Then Citibot tracks these questions with the customer to see if these are questions that should be answered, and then this content will be added to the knowledge base to answer the question the next time. Citibot strives with each customer to achieve this 95% success rate. For example, so far in January 2025, the accuracy rate for Arlington, TX is 99%!

Other KPIs that each customer will benefit from are:

- Major increase in the number of residents served.
- Hours of staff time saved per time year.
- Hours of resident time saved in waiting to receive a response from the government.

Finally, and very importantly, Citibot builds and implements its products for each customer, and then it provides high quality customer service for each customer and continuously reviews the data with each customer to continuously improve the system based on how the residents are using the system. The Citibot references, which include local governments like Arlington and Bedford, can provide direct feedback on the Citibot customer service.

d. Risk Management

As mentioned earlier in this response, Citibot was the first company vetted and validated by the GovAI Coalition. The Coalition reviewed Citibot's data governance, security, privacy, and anti-bias approach to building the GenAI Chatbots. Here are steps that Citibot takes for data governance:

- Only publicly available government generated content can be eligible for the Citibot knowledge base.
- All the conversational data generated by the chatbots are the exclusive property of each customer. This should be a mandatory requirement that a government should have that no vendor can transfer AI generated data to a third party.
- Additionally, Citibot regularly performs penetration testing and has a data backup plan with its cloud storage vendor, AWS.
- Finally, since Citibot only uses publicly available content, it cannot be used to generate incorrect or nefarious communications by a bad actor.

e. Compliance and Standards

ADA Compliance
Citibot meets the American with Disabilities Act (ADA) guidelines providing through SMS and web chat connectivity to hearing and vision impaired devices. Citibot is well-versed in the accessibility standards of regulations like the Americans with Disabilities Act. Citibot launched its first product via SMS because it is accessible to 97% of U. S.

adults who send text messages, and because of the underlying technology that supports the reading and hearing of text messages over the phone.

Section 508

Citibot ensures disabled customers have the same access to anything NCTCOG provides that any abled customers have. Working with NCTCOG, Citibot makes certain data returned in the solution provides this access through the NCTCOG's website content, applications, and PDF versions of traditionally printed assets.

WCAG 2.x Accessibility Standards

Citibot adheres to the WCAG 2.x accessibility standards and launched its web chat system using WCAG 2.0. Citibot continues to comply with WCAG standards as these evolve. Citibot is audio-enabled for the vision-impaired. The vision-impaired can listen to what Citibot's web chat has to say. Additionally, Citibot connects to screen-reader technology for the hearing and vision impaired.

To ensure the Citibot solution adheres to ADA compliance, annually Citibot conducts a review of the solution to validate that Citibot continues to meet and exceed accessibility standards and guidelines.

HIPAA

Citibot is HIPAA compliant as it does not store any records within its system. Citibot will only return information provided to its platform through the website, FAQs, or databases as provided by the customer.

Generative AI and Data Privacy

Citibot takes the interaction between data and privacy and generative AI models very seriously, which is why we are the most trusted brand in the local government space. Citibot will only ingest government origin, publicly available content in its knowledge base. If the data does not support an answer, Citibot will not answer the question but allow the resident to submit their question to NCTCOG. The data that is generated through Citibot chat is safely stored in a designated AWS S3 cloud storage bucket that is exclusive to each customer. Thus, Citibot is different from the large companies that use data to generate other revenue. Our Mission is around building trust, and building trust means that we, as a vendor, safely store our customer's data; not transfer it to any third party and make it available should a FOIA request come in relative to the data.

Citibot was the first corporate member of the GovAI Coalition and continuously works with local government leaders around the country to facilitate safe adoption of AI as a true partner in this industry.

5. **Pricing**

See Attachment. Pricing is within the provided Excel Spreadsheet and is based on a population of 100,000. To appropriately price each implementation, Citibot will need to work with the organization to meet their business requirements.

6. **Proposed Value-Add – 5 additional points.**

- Citibot is the market leader in the government space for highly accurate and safe GenAI chatbots. It is the trusted company in this space. The Citibot existing customer base in the State of Texas shows our market presence and the continuity it has had with many local governments in the Metroplex.
- Because of its pre-existing customer base already in the NCTCOG, Citibot can leverage these relationships to help support coordinated efforts to collaborate across governments in the NCTCOG footprint to serve residents better and save resources at the same time.
- Citibot has integrated its chatbot platform already into over 16 CRM and gov tech software APIs, taking an enterprise approach to chat to fully support the government ecosystem and tech decisions that governments make. The practical effect of this is that Citibot can route communications into the government technology ecosystem through these integrations, which creates huge internal efficiencies.
- Citibot is rapidly expanding its product capabilities to serve the government market. As of January 2025, Citibot is launching its voice chatbot and has been independently reviewed by a reliable government source as the best performing voice system in the local government market.
- Citibot is built by people who understand government and know what it is like to be an IT Director, a Communications Director, a CIO, Administrator, Judge, Manager, and other leadership roles. For these reasons, Citibot custom builds and implements its products for each customer as opposed to asking the customer to maintain the chatbot platform and make sure it works, which is unfair to any government staff member. And it also designs the interface and marketing campaign for the government customer because Citibot knows how busy all the communications and IT staff are on a consistent basis. The purpose of the product is to serve all residents and build trust while taking time pressures and workloads off the government staff.

7. **HUB Bonus**

Citibot is not eligible for the HUB Bonus. Citibot is not a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantage Business Enterprise.

8. **Required Attachments**

Documents are attached.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

Category 1 - AI Solutions
Pricing Format Request Example - Citibot, Inc.

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: *Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.*	Annual Subscription for Citibot Webchat for the Government Website - for unlimited communications p	$13,000		**This number is based on a city customer with a population of 100,000. We charge based on anticipated consumption of communications through chat.**
2. Implementation and Customization Costs: *Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.*	One custom-build GenAI customer service chatbot that's branded to the govenrment	$9,500		
3. Training and Support Costs: *Include costs for training government staff, technical support, and customer service, both during and after implementation.*	N/A	$0		**Citibot builds and implements its products for the customer.**
4. Ongoing Maintenance and Updates: *Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.*	N/A	$0		**This is 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.*	See list below			
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.*	Implementation cost (ne time) plus annual subscription fee for 5 years	$81,500		**Based on a five year basis with some annual price increases.**
7. Additional Costs (if applicable): *List any additional costs not covered in the above sections that are relevant to the proposal, such as travel costs, setup fees, or other miscellaneous charges.*				

Category 2 - Ancillary Goods and/or Services				
Describe Below:			% Discount	Notes/Comments
Multilanguage Translation for Chat (75 totaal languages)	Subscription Price per year for unlimited communications per year	$3,500		
SMS Chatbot Powered through a dedicated mobile number	Subscription Price per year for unlimited communications per year	$7,500		
Voice-enabled chat through a dedicated mobile number	Subscription Prce Per year for	$19,000		For 10,000 minutes of consumption per year
WhatsApp Chatbot Poweref through a dedicated number for WhatsApp	Subscription Price per year for unlimited communications per year	$5,500		
Integration into Third Party Software API's	Citibot has 16 out of the box integrations into CRM's and service request mgt. software platforms	$9,500		

Part Description	Vendor Part #	List Price	Contract Price
Text Chat for City: <25K	Citibot-TC-City25K-Mthly	9120.0000	9074.4000
Text Chat for City: 25K-75K	Citibot-TC-City75K-Mthly	14256.0000	14184.7200
Text Chat for City: 75K-150K	Citibot-TC-City150K-Mthly	19440.0000	19342.8000
Text Chat for City: 150K-400K	Citibot-TC-City400K-Mthly	32400.0000	32238.0000
Text Chat for City: 400K-600K	Citibot-TC-City600K-Mthly	58320.0000	58028.4000
Text Chat for City: 600K-1M	Citibot-TC-City1M-Mthly	84240.0000	83818.8000
Text Chat for City: 1M+	Citibot-TC-City99M-Mthly	123120.0000	122504.4000
Text Chat+ Alerts for City: <25K	Citibot-TCA-City25K-Mthly	12960.0000	12895.2000
Text Chat+ Alerts for City: 25K-75K	Citibot-TCA-City75K-Mthly	19440.0000	19342.8000
Text Chat+ Alerts for City: 75K-150K	Citibot-TCA-City150K-Mthly	25920.0000	25790.4000
Text Chat+ Alerts for City: 150K-400K	Citibot-TCA-City400K-Mthly	45360.0000	45133.2000
Text Chat+ Alerts for City: 400K-600K	Citibot-TCA-City600K-Mthly	77760.0000	77371.1999
Text Chat+ Alerts for City: 600K-1M	Citibot-TCA-City1M-Mthly	110160.0000	109609.2000
Text Chat+ Alerts for City: 1M+	Citibot-TCA-City99M-Mthly	194400.0000	193428.0000
Web Chat for City: <25K	Citibot-WC-City25K-Mthly	5160.0000	5134.2000
Web Chat for City: 25K-75K	Citibot-WC-City75K-Mthly	6480.0000	6447.6000
Web Chat for City: 75K-150K	Citibot-WC-City150K-Mthly	12960.0000	12895.2000
Web Chat for City: 150K-400K	Citibot-WC-City400K-Mthly	22680.0000	22566.6000
Web Chat for City: 400K-600K	Citibot-WC-City600K-Mthly	32400.0000	32238.0000
Web Chat for City: 600K-1M	Citibot-WC-City1M-Mthly	38880.0000	38685.5999
Web Chat for City: 1M+	Citibot-WC-City99M-Mthly	51840.0000	51580.8000
Text and Web Chat for City: <25K	Citibot-TCWC-City25K-Mthly	12852.0000	12787.7400
Text and Web Chat for City: 25K-75K	Citibot-TCWC-City75K-Mthly	18660.0000	18566.7000
Text and Web Chat for City: 75K-150K	Citibot-TCWC-City150K-Mthly	29160.0000	29014.2000
Text and Web Chat for City: 150K-400K	Citibot-TCWC-City400K-Mthly	49572.0000	49324.1400
Text and Web Chat for City: 400K-600K	Citibot-TCWC-City600K-Mthly	81648.0000	81239.7599
Text and Web Chat for City: 600K-1M	Citibot-TCWC-City1M-Mthly	110808.0000	110253.9600
Text and Web Chat for City: 1M+	Citibot-TCWC-City99M-Mthly	157464.0000	156676.6800
Text Chat+ Alerts and Web Chat for City: <25K	Citibot-TCAWC-City25K-Mthly	21936.0000	21826.3200
Text Chat+ Alerts and Web Chat for City: 25K-75K	Citibot-TCAWC-City75K-Mthly	32388.0000	32226.0600
Text Chat+ Alerts and Web Chat for City: 75K-150K	Citibot-TCAWC-City150K-Mthly	46824.0000	46589.8800
Text Chat+ Alerts and Web Chat for City: 150K-400K	Citibot-TCAWC-City400K-Mthly	80688.0000	80284.5600
Text Chat+ Alerts and Web Chat for City: 400K-600K	Citibot-TCAWC-City600K-Mthly	135492.0000	134814.5400
Text Chat+ Alerts and Web Chat for City: 600K-1M	Citibot-TCAWC-City1M-Mthly	187824.0000	186884.8800
Text Chat+ Alerts and Web Chat for City: 1M+	Citibot-TCAWC-City99M-Mthly	299088.0000	297592.5600
Text Chat for County: <25K	Citibot-TC-County25K-Mthly	6384.0000	6352.0800
Text Chat for County: 25K-75K	Citibot-TC-County75K-Mthly	9979.1999	9929.3039
Text Chat for County: 75K-150K	Citibot-TC-County150K-Mthly	13608.0000	13539.9600
Text Chat for County: 150K-400K	Citibot-TC-County400K-Mthly	22679.9999	22566.5999
Text Chat for County: 400K-600K	Citibot-TC-County600K-Mthly	40824.0000	40619.8799
Text Chat for County: 600K-1M	Citibot-TC-County1M-Mthly	58968.0000	58673.1599
Text Chat for County: 1M+	Citibot-TC-County99M-Mthly	86183.9999	85753.0799
Text Chat+ Alerts for County: <25K	Citibot-TCA-County25K-Mthly	9072.0000	9026.6400
Text Chat+ Alerts for County: 25K-75K	Citibot-TCA-County75K-Mthly	13608.0000	13539.9600
Text Chat+ Alerts for County: 75K-150K	Citibot-TCA-County150K-Mthly	18144.0000	18053.2800
Text Chat+ Alerts for County: 150K-400K	Citibot-TCA-County400K-Mthly	31752.0000	31593.2400
Text Chat+ Alerts for County: 400K-600K	Citibot-TCA-County600K-Mthly	54432.0000	54159.8399
Text Chat+ Alerts for County: 600K-1M	Citibot-TCA-County1M-Mthly	77112.0000	76726.4400
Text Chat+ Alerts for County: 1M+	Citibot-TCA-County99M-Mthly	136080.0000	135399.6000
Web Chat for County: <25K	Citibot-WC-County25K-Mthly	3612.0000	3593.9400
Web Chat for County: 25K-75K	Citibot-WC-County75K-Mthly	4536.0000	4513.3200
Web Chat for County: 75K-150K	Citibot-WC-County150K-Mthly	9072.0000	9026.6400
Web Chat for County: 150K-400K	Citibot-WC-County400K-Mthly	15876.0000	15796.6200
Web Chat for County: 400K-600K	Citibot-WC-County600K-Mthly	22679.9999	22566.5999
Web Chat for County: 600K-1M	Citibot-WC-County1M-Mthly	27216.0000	27079.9199
Web Chat for County: 1M+	Citibot-WC-County99M-Mthly	36288.0000	36106.5599
Text and Web Chat for County: <25K	Citibot-TCWC-County25K-Mthly	8996.4000	8951.4179
Text and Web Chat for County: 25K-75K	Citibot-TCWC-County75K-Mthly	13062.0000	12996.6900
Text and Web Chat for County: 75K-150K	Citibot-TCWC-County150K-Mthly	20412.0000	20309.9399
Text and Web Chat for County: 150K-400K	Citibot-TCWC-County400K-Mthly	34700.3999	34526.8979
Text and Web Chat for County: 400K-600K	Citibot-TCWC-County600K-Mthly	57153.5999	56867.8319
Text and Web Chat for County: 600K-1M	Citibot-TCWC-County1M-Mthly	77565.5999	77177.7719
Text and Web Chat for County: 1M+	Citibot-TCWC-County99M-Mthly	110224.7999	109673.6759
Text Chat+ Alerts and Web Chat for County: <25K	Citibot-TCAWC-County25K-Mthly	15355.1999	15278.4239
Text Chat+ Alerts and Web Chat for County: 25K-75K	Citibot-TCAWC-County75K-Mthly	22671.5999	22558.2419
Text Chat+ Alerts and Web Chat for County: 75K-150K	Citibot-TCAWC-County150K-Mthly	32776.7999	32612.9159
Text Chat+ Alerts and Web Chat for County: 150K-400K	Citibot-TCAWC-County400K-Mthly	56481.5999	56199.1919
Text Chat+ Alerts and Web Chat for County: 400K-600K	Citibot-TCAWC-County600K-Mthly	94844.4000	94370.1780
Text Chat+ Alerts and Web Chat for County: 600K-1M	Citibot-TCAWC-County1M-Mthly	131476.7999	130819.4159
Text Chat+ Alerts and Web Chat for County: 1M+	Citibot-TCAWC-County99M-Mthly	209361.5999	208314.7919
One-time implementation of new or existing CRM for City or County. Priced per the hour.	Citibot-ITN-Mthly	400.0000	398.0000
Multilingual for County: <25K	Citibot-ML-County25K-Mthly	2500.0000	2487.5000

Multilingual for County: 25K-75K	Citibot-ML-County75K-Mthly	5500.0000	5472.5000
Multilingual for County: 75K-150K	Citibot-ML-County150K-Mthly	8000.0000	7960.0000
Multilingual for County: 150K-400K	Citibot-ML-County400K-Mthly	10000.0000	9950.0000
Multilingual for County: 400K-600K	Citibot-ML-County600K-Mthly	12500.0000	12437.5000
Multilingual for County: 600K-1M	Citibot-ML-County1M-Mthly	16000.0000	15920.0000
Multilingual for County: 1M+	Citibot-ML-County99M-Mthly	22500.0000	22387.5000
Multilingual for City: <25K	Citibot-ML-City25K-Mthly	2500.0000	2487.5000
Multilingual for City: 25K-75K	Citibot-ML-City75K-Mthly	5500.0000	5472.5000
Multilingual for City: 75K-150K	Citibot-ML-City150K-Mthly	8000.0000	7960.0000
Multilingual for City: 150K-400K	Citibot-ML-City400K-Mthly	10000.0000	9950.0000
Multilingual for City: 400K-600K	Citibot-ML-City600K-Mthly	12500.0000	12437.5000
Multilingual for City: 600K-1M	Citibot-ML-City1M-Mthly	16000.0000	15920.0000
Multilingual for City 1M+	Citibot-ML-City99M-Mthly	22500.0000	22387.5000
Social Chat for County: <25K	Citibot-SC-County25K-Mthly	6384.0000	6352.0800
Social Chat for County: 25K-75K	Citibot-SC-County75K-Mthly	9979.1999	9929.3039
Social Chat for County: 75K-150K	Citibot-SC-County150K-Mthly	13608.0000	13539.9600
Social Chat for County: 150K-400K	Citibot-SC-County400K-Mthly	22679.9999	22566.5999
Social Chat for County: 400K-600K	Citibot-SC-County600K-Mthly	40824.0000	40619.8800
Social Chat for County: 600K-1M	Citibot-SC-County1M-Mthly	58968.0000	58673.1600
Social Chat for County: 1M+	Citibot-SC-County99M-Mthly	86183.9999	85753.0799
Social Chat for City: <25K	Citibot-SC-City25K-Mthly	9120.0000	9074.4000
Social Chat for City: 25K-75K	Citibot-SC-City75K-Mthly	14256.0000	14184.7200
Social Chat for City: 75K-150K	Citibot-SC-City150K-Mthly	19440.0000	19342.8000
Social Chat for City: 150K-400K	Citibot-SC-City400K-Mthly	32400.0000	32238.0000
Social Chat for City: 400K-600K	Citibot-SC-City600K-Mthly	58320.0000	58028.4000
Social Chat for City: 600K-1M	Citibot-SC-City1M-Mthly	84240.0000	83818.8000
Social Chat for City 1M+	Citibot-SC-City99M-Mthly	123120.0000	122504.4000

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

	Texas Service Area Designation or Identification		
Proposing Firm Name:	**Citibot, Inc.**		
Notes:	**Indicate in the appropriate box whether you are proposing to service the entire state of Texas**		
	Will service the entire state of Texas		Will not service the entire state of Texas
	✔		☐
	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)

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

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21.	Massachusetts		
22.	Michigan		39
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

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APPENDIX B

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

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

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

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

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

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

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

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

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

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

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

The following definitions apply to this statute:

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

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

10. Domestic Preference for Procurements

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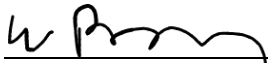
11. Trafficking in Persons

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

Check one of the following:

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

-OR-

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

_____
Signature of Authorized Person

W. Bratton Riley
_____
Name of Authorized Person

Citibot, Inc.
_____
Name of Company

05 / 06 / 2025
_____
Date

APPENDIX C
RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

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

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

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

_____
Signature

CEO
_____
Title

Citibot, Inc.
_____
Agency

05 / 06 / 2025
_____
Date

APPENDIX D
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

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

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

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

D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.
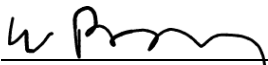
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

✔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.

W. Bratton (signature)

Signature of Authorized Person

W. Bratton Riley

Name of Authorized Person

Citibot, Inc.

Name of Company

05 / 06 / 2025

Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

Check one of the following:

✔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.

W. Bratton Riley (signature)
Signature of Authorized Person

W. Bratton Riley
Name of Authorized Person

Citibot, Inc.
Name of Company

05 / 06 / 2025
Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and

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

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

Check one of the following:

✔ 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.

W Riley

Signature of Authorized Person

W. Bratton Riley

Name of Authorized Person

Citibot, Inc.

Name of Company

05 / 06 / 2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

W. Bratton Riley
_____being duly
(Name of certifying official)
sworn or under penalty of perjury under the laws of the United States, certifies that neither
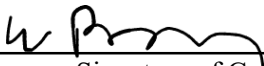
Citibot, Inc.
_____, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

_____

_____

_____

_____
       Signature of Certifying Official
CEO
_____
       Title
05 / 06 / 2025
_____
       Date of Certification
Form 1734
Rev.10-91
TPFS