

# 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

**Sunlight Technologies, Inc., dba Readyly ("Contractor")**  
57 Morningside Dr. S  
Westport, CT 06880

#### ARTICLE I RETENTION OF THE CONTRACTOR

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

#### ARTICLE II SCOPE OF SERVICES

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

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

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

## 2.5 NCTCOG Obligations

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

## 2.6 Participating Entity Obligations.

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

## 2.7 Contractor Obligations.

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

## ARTICLE III

### TERM

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

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

#### **ARTICLE IV COMPENSATION**

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

Civic Marketplace, Inc.  
6502 Glen Abbey  
Abilene, TX 79606  
Email: [support@civicmarketplace.com](mailto:support@civicmarketplace.com)

#### **ARTICLE V SERVICE FEE**

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

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

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

## **ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES**

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

## **ARTICLE VII REPRESENTATION AND WARRANTIES**

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

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

## **ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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

## ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 <a href="mailto:elittrell@nctcog.org">elittrell@nctcog.org</a>
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If to Contractor: **Sunlight Technologies, Inc., dba Readyly**  
**Attn:** Kris Sandor  
 57 Morningside Dr S  
 Westport, CT 06880  
**Phone:** 862-400-2067  
**Email:** [kris@readyly.com](mailto:kris@readyly.com)

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

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

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

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

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

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

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

- 9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;
  - 9.5.2.2.3 Coverage C: Medical Payments;
  - 9.5.2.2.4 Products: Completed Operations;
  - 9.5.2.2.5 Fire Legal Liability;
- 9.5.2.3 Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance.
- 9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- 9.5.4 Professional Errors and Omissions liability:
  - 9.5.4.1 Required Limits:
    - \$1,000,000 Each Claim
    - \$1,000,000 Annual Aggregate
- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor’s ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

## ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for



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

- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$100,000. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

#### 10.12 **Disadvantaged Business Enterprise Program Requirements**

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

#### 10.13 **Pertinent Non-Discrimination Authorities**

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

**10.15 House Bill 89 Certification**

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

Type text here

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**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**

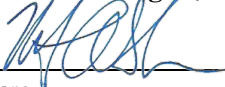
As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other 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.

**Sunlight Technologies, Inc., dba Readyly**

  
 Signature \_\_\_\_\_ Date 05.21.2025

**KRISTOFER SANDOR**

Printed Name

**CEO**

Title

**North Central Texas Council of Governments**

Signed by:   
 Signature \_\_\_\_\_ Date 6/27/2025  
 349D83284E7946E...  
 Todd Little  
 Executive Director

## **APPENDIX A**

### **Statement of Work**

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

**AI Solutions, RFP # 2025-018****Mission Statement:**

Empower every organization—whether private, public, or government—to revolutionize their interactions with citizens and customers through accessible, powerful, and affordable AI-driven solutions. Readyly is committed to simplifying complex processes, enhancing service delivery, and enabling organizations of all sizes to achieve superior efficiency, accessibility, and satisfaction without the need for extensive technical resources.

**Vision Statement:**

To be the leading provider of AI-driven automation solutions, transforming how businesses, governments, and public entities engage with their stakeholders. We envision a future where every organization, regardless of size, industry, or jurisdiction, can effortlessly integrate advanced AI technology to improve operational efficiency, elevate engagement, and drive sustainable growth and innovation.

**d. Significant Requirements Not Met**

Readyly meets all core requirements specified in the RFP.

## 4. Technical Proposal

Readyly solves departmental challenges through our AI-powered agents that achieve up to a 95% autonomous resolution rate. The system handles everything from permit applications to utility billing inquiries, with specialized workflows for each department's unique needs. Our platform supports text and two-way voice communication in over 200 languages, ensuring comprehensive service delivery.

Readyly transcends traditional chatbot limitations by operating as a comprehensive network of AI Agents that work seamlessly across multiple communication channels. While conventional chatbots typically operate in isolation on websites with ChatGPT-generated responses, Readyly's multi-channel AI Agent network represents a more sophisticated, interconnected system that handles complex interactions across websites, email, SMS, WhatsApp, and voice communications leveraging multiple AI models and algorithms.

The key distinction lies in the "agentic" nature of the platform. Unlike traditional chatbots that simply provide answers to basic questions, Readyly's AI Agents possess decision-making capabilities and can take autonomous actions across multiple systems. For example, when handling an email inquiry, the Email AI Agent can analyze the content, determine the appropriate response, create service tickets, and even initiate workflows in connected systems. This demonstrates the platform's ability to not just communicate, but to actually complete tasks and drive processes forward.

The "network" aspect is equally important. Readyly's AI Agents work in concert across channels, sharing knowledge and context. For instance, if a resident begins an interaction via website chat and later follows up via email, the AI Agents share context and history, maintaining



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conversation continuity. This networked approach ensures consistent service delivery regardless of the communication channel chosen by the user.

As demonstrated in implementations like the City of Arcadia and Ginger Labs, this multi-channel AI Agent network approach delivers superior results compared to traditional chatbots. The platform achieves up to a 95% autonomous resolution rate across channels, with the ability to handle complex workflows and maintain context across interactions. This represents a fundamental evolution from simple question-and-answer chatbots to a truly intelligent, interconnected system capable of handling sophisticated service delivery needs across all communication channels.

Integration is accomplished based on the channel. To deploy an AI agent on a website, implementation is by inserting a simple code snippet. Readyly has 20 existing integrations with major platforms like Salesforce and can quickly integrate with other systems, like 311 service requests systems, library databases, and utility billing systems, with minimal effort. New integrations typically take a few days, and our cloud-based solution requires no additional hardware infrastructure. This enables The Readyly AI agent network to seamlessly connect with existing case management systems, HR systems, and other municipal databases.

User-friendliness is ensured through a mobile-responsive design compatible with all major browsers. The interface supports multiple accessibility standards and includes built-in translation services for diverse populations. Our implementation at the City of Arcadia demonstrates successful deployment for a 70% Asian-speaking population.

Training and support include comprehensive documentation, custom video tutorials, and live training sessions during weeks 3-4 of implementation. We provide 24/7 support via Microsoft Teams, WebEx, Slack, or similar platforms, and maintain a self-service knowledge base. Our approach minimizes technical burden on staff while ensuring effective system management.

Maintenance and security are handled through automatic updates and patches, with SOC 2 Type 2, HIPAA, GDPR, and NIST AI RMF certifications ensuring compliance. All data is encrypted in transit and at rest, with strict access controls and comprehensive audit logging. Regular penetration testing and security audits maintain system integrity.

## **a. Project Deliverables**

Readyly's **AI-powered agent network** represents a transformative solution for public sector organizations seeking to **enhance citizen engagement and streamline operations** across multiple departments. With proven success across 29 AI Agent network deployments, including notable implementations at the City of Arcadia and Ginger Labs, our solution demonstrates exceptional capability in handling complex municipal service requirements while maintaining up to a 95% autonomous resolution rate.

Our AI agent network distinguishes itself through several key technological advantages. Unlike traditional chatbots that follow rigid question-and-answer scripts, Readyly's solution **employs advanced Natural Language Processing (NLP)** with sophisticated **follow-up questioning**



**capabilities.** This enables dynamic interactions where users can provide multiple pieces of information in one chat, and the system can process information in a non-linear manner, making **interactions more natural and efficient.** For example, when a user mentions "permits," the system intelligently follows up with specific options like "Are you looking for information on applying, fees, or something else?" This contextual understanding ensures precise and relevant responses while streamlining complex processes.

A significant differentiator is our platform's ability to **execute tasks via API connections**, going beyond simple question-and-answer functionality. The system can retrieve account information, process requests, and create service tickets directly in work order systems, as demonstrated in our City of Arcadia implementation. This integration capability, supported by over 20 existing integrations with major platforms like Revize, enables **true workflow automation** rather than just information delivery.

Our solution's **multilingual capabilities** set it apart in **serving diverse populations.** As evidenced by our successful deployment in Arcadia, where 70% of residents are Asian-language-speaking, the AI agent network supports text and two-way voice communication in all recognized languages. This comprehensive language support ensures equitable access to government services for all community members.

Security and compliance form another cornerstone of our solution's superiority. With SOC 2 Type 2, HIPAA, and NIST AI RMF certifications, Readyly's cloud-based platform ensures the **highest standards of data protection** while requiring minimal hardware infrastructure. This secure foundation allows for seamless integration with existing systems through a simple code snippet, making implementation straightforward and minimally invasive.

The platform's learning capabilities and continuous improvement mechanisms ensure that it **becomes more effective over time.** Through automated learning from past interactions and preset Q&A management, the system continuously refines its responses and adapts to new scenarios. This is complemented by our comprehensive analytics dashboard, which tracks sessions, success rates, customer satisfaction, and utilization rates, providing valuable insights for ongoing optimization.

In addressing the specific operational challenges outlined in the following table, Readyly's AI agent network demonstrates its versatility across various municipal functions. While acknowledging that certain complex functions like financial forecasting, comprehensive planning, water demand forecasting, and strategic planning require human expertise, our solution excels in automating routine interactions, streamlining workflows, and improving access to government services. This balanced approach allows government staff to focus on higher-value activities while ensuring citizens receive prompt, accurate assistance for their day-to-day needs.

The following table details how Readyly's AI agent network capabilities align with each operational challenge, highlighting areas where our solution can provide significant value and noting where certain functions remain better suited for human expertise.

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<b>5.1 Operational Challenges</b>	<b>Readyly's AI agent network Application, Functionalities and Approaches</b>
<b>a. Administration</b> Type text here	The AI agent network can provide automated responses to policy inquiries, route administrative requests to appropriate departments, and maintain a knowledge base of frequently accessed documents. It offers 24/7 access to administrative information and forms, with built-in follow-up questioning to ensure accurate request routing.
<b>b. Development Services</b>	Through integration with existing permitting systems, the AI agent network streamlines application processes by guiding users through requirements, scheduling inspections, and providing real-time status updates. The system uses two-way voice and text communication to handle complex permit inquiries and automatically creates service requests in work order systems.
<b>c. Event Center</b>	The AI agent network facilitates event management by handling booking inquiries, providing venue information, processing basic ticket requests, and offering automated event updates. It can manage calendar availability, answer FAQs about facilities, and route complex inquiries to staff.
<b>d. Economic Development</b>	The AI agent network provides basic information about business development processes, permit requirements, and available resources. It can answer questions about zoning regulations, business registration procedures, and route-specific investment inquiries to economic development staff.
<b>e. Finance and Budget</b>	Limited application: The AI agent network can handle basic billing inquiries, provide payment processing assistance, and answer frequently asked questions about financial procedures. Complex financial operations like forecasting and budget allocation require human expertise.
<b>f. Human Resources</b>	The AI agent network streamlines HR processes by providing instant access to policy information, benefits details, and onboarding documents. It can answer common HR questions, guide employees through basic procedures, and route complex inquiries to HR staff, achieving up to 95% autonomous resolution for routine requests.
<b>g. IT and Cybersecurity</b>	The AI agent network provides tier-1 IT support, handling password resets, basic troubleshooting, and system access requests. It maintains a knowledge base of common IT solutions and can create support tickets automatically, though complex cybersecurity functions require human intervention.
<b>h. Library Services</b>	The AI agent network enhances library services through automated catalog searches, account management, program information, and resource location assistance. It can process basic service requests,

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<b>5.1 Operational Challenges</b>	<b>Readyly's AI agent network Application, Functionalities and Approaches</b>
	provide personalized recommendations, and support multiple languages for diverse user populations.
<b>i. Municipal Courts</b>	The AI agent network provides basic legal information access, answers frequently asked questions about court procedures, and helps users locate appropriate forms and documentation. It can assist with simple scheduling inquiries while routing complex legal matters to appropriate staff.
<b>j. Parks and Recreation</b>	The AI agent network facilitates program registration, provides facility information, processes basic payments, and offers personalized activity recommendations. It handles scheduling inquiries and creates service requests directly in work order systems, as demonstrated in the City of Arcadia implementation.
<b>k. Parks Maintenance</b>	The AI agent network accepts and routes maintenance requests, provides status updates on ongoing work, and facilitates communication between residents and maintenance staff. It can create work orders and track basic maintenance schedules.
<b>l. Public Works</b>	The AI agent network handles service requests, provides project status updates, and maintains communication with residents about infrastructure projects. It can create work orders, provide estimated completion times, and route urgent matters to appropriate staff.
<b>m. Utility Billing</b>	The AI agent network excels in handling billing inquiries, processing payments, providing account information, and creating service requests. It supports multiple languages and can integrate with existing billing systems to provide real-time account updates and payment processing.
<b>n. Visitors Bureau</b>	The AI agent network provides comprehensive tourist information, personalized recommendations, and answers questions about local attractions and events. It supports multiple languages and can handle basic booking inquiries, demonstrating success in serving diverse populations.
<b>o. Other Government Departments</b>	The AI agent network provides department-specific information, handles routine inquiries, and routes complex requests to appropriate staff. It maintains a knowledge base of frequently asked questions and can be customized for specific departmental needs while maintaining consistent service quality.

Readyly's AI solution delivers comprehensive capabilities that transform how public sector organizations interact with and serve their constituents through intelligent automation and data-driven insights. Our platform's autonomous resolution capabilities have consistently achieved resolution rates up to 95% for citizen inquiries across multiple channels including web,

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voice, and text interfaces. The solution addresses complex administrative challenges by automating policy documentation and regulatory compliance monitoring while maintaining strict security protocols and audit trails. For finance and budget operations, our platform processes real-time data streams to provide predictive analytics and automated reporting capabilities that enhance decision-making processes.

## b. Technical Approach

Readyly uses a comprehensive approach to addressing key AI solution requirements. Our platform has demonstrated exceptional capability in handling diverse needs, from supporting multilingual populations (70% Chinese-speaking in Arcadia) to managing high-volume interactions (5M+ users at Ginger Labs resulting in thousands of interactions monthly). The following table details how Readyly's AI solution meets and exceeds each technical requirement while maintaining our commitment to security, accuracy, and user accessibility.

5.3 Technical Requirements	Readyly's Solution
<b>a. Challenge-Specific Functionality</b>	Readyly's AI platform is customized for each department's specific needs. The system handles diverse functions from permit applications to utility billing, achieving up to 95% autonomous resolution rates. The platform supports text and two-way voice communication in over 200 languages, ensuring comprehensive service delivery across all government departments.
<b>b. Scalability</b>	Readyly's cloud-based architecture handles varying workloads efficiently, demonstrated through successful deployments ranging from small municipalities to large metropolitan areas. The platform leverages serverless technology that allows Readyly to spin up additional resources on-demand. Readyly already handles thousands of webpages, documents, and user interactions daily.
<b>c. Integration</b>	Readyly offers seamless integration with websites through a simple code snippet and has over 20 existing integrations with major platforms like Salesforce and Zoho for API connections. Readyly has a live partnership with Catalis and Revize, is kicking off a partnership with Avenu, and is in discussions with OpenGov. New integrations typically take 1-2 weeks to implement. The platform connects with case management systems, HR systems, and other municipal databases while maintaining security compliance with MDM, IAM, and SIEM frameworks.
<b>d. Real-Time Analytics</b>	The platform provides comprehensive analytics through an admin portal, offering real-time monitoring of performance metrics, interaction patterns, and resolution rates. Analytics capabilities include detailed reporting on usage patterns, response accuracy, and system performance.

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5.3 Technical Requirements	Readyly's Solution
<b>e. Data Security and Privacy</b>	Readyly maintains SOC 2 Type 2, HIPAA, GDPR, and NIST AI RMF certifications. All data is encrypted in transit and at rest, with strict access controls and comprehensive audit logging. The platform implements customizable data retention policies and regular security audits.
<b>f. Natural Language Processing</b>	The platform features advanced NLP capabilities supporting 200+ languages, with two-way voice and text communication. It demonstrates a sophisticated understanding of context and intent, as shown in the autonomous resolution rate achievement.
<b>g. Accuracy</b>	Readyly maintains high accuracy through continuous monitoring and optimization. The platform achieved a 95% autonomous resolution rate in the City of Arcadia implementation. Accuracy is measured through user feedback, resolution rates, and regular performance audits.
<b>h. Algorithm Transparency</b>	The platform uses transparent AI models with built-in bias mitigation strategies. Regular testing and validation ensure fair outcomes. The system maintains audit trails of all interactions and decisions, allowing for transparency in algorithm performance and decision-making processes.
<b>i. Continuous Improvement</b>	Readyly implements automated learning from past interactions and preset Q&A management. The system continuously adapts based on user feedback and interaction patterns, with regular updates and optimizations based on performance analytics.
<b>j. Interoperability</b>	The platform demonstrates high interoperability through its 20+ existing integrations. It supports various data formats and APIs, ensuring seamless connection with existing systems. Integration capabilities are validated through comprehensive testing protocols and successful implementations across multiple government entities.
<b>k. Quality Control</b>	Quality assurance measures include comprehensive UAT during implementation, continuous performance monitoring, and regular system audits. The platform maintains strict quality control through automated testing, performance benchmarking, and regular security assessments.

## Methodologies for Design and Development

The **Design Phase** begins with a comprehensive requirements analysis, where stakeholders across departments collaborate to understand specific needs and



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challenges. This process involves documenting detailed use cases and workflow requirements while mapping existing systems that will require integration. During this phase, success metrics and KPIs are established, and compliance requirements such as FOIA and HIPAA, and privacy standards such as GDPR, are carefully considered to ensure the solution meets all regulatory standards.

Solution architecture design follows, where appropriate AI models are selected based on identified use cases. This includes creating detailed data flow architectures and planning security frameworks that will protect sensitive information. The design phase also encompasses creating integration blueprints for existing systems and designing user interfaces that will facilitate natural interactions. Feature specification rounds out the design phase, where core functionality requirements are defined and user journeys are mapped to ensure a seamless experience. This includes determining language support requirements, designing analytics capabilities, and planning for scalability.

The **Development Phase** transitions from planning to execution, beginning with model development. This involves building and training AI models using selected frameworks, developing natural language processing capabilities for multiple languages, and implementing machine learning algorithms. Testing environments are created to validate functionality, and API integrations are developed to connect with existing systems.

Feature implementation follows, where the team builds user interfaces and interaction layers while implementing security protocols and encryption. Analytics modules and administrative dashboards are developed during this phase, along with workflow automation capabilities that will streamline operations.

The final stage of development focuses on testing and validation. This comprehensive process includes unit testing of individual components, integration testing across systems, and thorough validation of security and compliance measures. Performance and scalability testing ensure the solution can handle expected loads, while user acceptance testing confirms the solution meets stakeholder needs.

This structured approach ensures proper design before development begins, reducing risks and ensuring alignment with requirements throughout the implementation process.

**Integration Strategies with Existing Government Systems**

Readyly employs a streamlined approach to system integration that minimizes technical burden while ensuring seamless connectivity with existing government infrastructure. The foundation of their integration strategy is a simple code snippet implementation that enables quick deployment while maintaining security and functionality across all platforms and devices.

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The company has developed over 20 pre-built integrations with major platforms including Salesforce, Zoho, and various case management systems. Readyly has a partnership with Catalis and Revize, is kicking off a partnership with Avenu, and is working with OpenGov to enhance some of their clients. This extensive integration library facilitates rapid deployment for common government systems. For new integrations, Readyly typically completes the process within a 1-2 week timeframe, with setup often beginning before the formal project kickoff to expedite implementation.

Their integration capabilities include:

- Direct API connections with work order systems, as demonstrated in the City of Arcadia implementation where the AI agent network creates "311" service requests automatically
- Seamless integration with existing case management systems, HR platforms, and utility billing systems
- Support for document management systems, allowing the AI to index and access up to 1,000 web pages and 2,000 PDFs nightly
- Integration with security frameworks including Mobile Device Management (MDM), Identity and Access Management (IAM), and Security Information and Event Management (SIEM)

Security and compliance are paramount in Readyly's integration approach. The platform maintains SOC 2 Type 2, HIPAA, GDPR, and NIST AI RMF certifications, ensuring all integrations meet strict government security standards. Data encryption is implemented both in transit and at rest, with comprehensive audit logging and access controls.

The integration process follows a structured methodology:

- Initial assessment of existing systems and integration requirements
- Configuration of secure API connections and data mapping
- Testing in a sandbox environment to ensure proper functionality
- User Acceptance Testing (UAT) with stakeholder involvement
- Controlled deployment with monitoring and optimization

This systematic approach has proven successful across 29 AI Agent network deployments, demonstrating Readyly's ability to integrate effectively with diverse government systems while maintaining high-security standards and operational efficiency.

**User-Friendliness and Accessibility**

Readyly's AI agent network platform prioritizes accessibility and user-friendliness through a comprehensive set of features designed to serve diverse populations.



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Readyly's AI agent is available as a widget that can sit on a website, or as part of the site's search bar.

At the core of our accessibility approach is our unique two-way voice capability, which allows users to both speak to the AI and receive spoken responses. This feature has proven particularly valuable for users who prefer voice interactions or have visual impairments, as demonstrated in our City of Arcadia implementation where it serves a diverse population including 70% Asian-language speakers.

Our interface follows a clean, uncluttered design that adheres to WCAG compliance standards, ensuring that all users can easily navigate and interact with the AI agent network. The platform automatically adapts to any device or screen size, maintaining functionality whether accessed via desktop, tablet, or mobile phone. For users with visual impairments, our system includes built-in text-to-speech capabilities that can provide audio versions of content in the user's native language. This is complemented by speech-to-text functionality that accurately captures user input, supporting those who may have difficulty typing.

The platform's language capabilities are particularly robust, featuring automatic language detection that can identify and respond in over 200 languages. Users can either rely on this automatic detection or manually select their preferred language, ensuring accurate communication regardless of their linguistic background. This multilingual support extends across all interaction methods - text, voice, and system responses.

To enhance user experience, our AI agent network employs sophisticated follow-up questioning capabilities that help clarify user needs without requiring multiple separate interactions. For instance, when a user submits a vague query, the system intelligently asks for clarification while maintaining context, ensuring more accurate and efficient resolution of requests. This conversational approach allows users to provide information in whatever order feels natural to them, rather than forcing them to follow a rigid script.

All these features are wrapped in a secure, SOC 2 Type 2, GDPR, and HIPAA-compliant framework that ensures user privacy while maintaining high-performance standards. The result is an accessible, user-friendly platform that serves all users effectively, regardless of their technical proficiency, language preference, or accessibility needs.

### **c. Performance Metrics**

Readyly implements comprehensive performance monitoring through multiple KPIs that track both technical and user experience metrics. Our AI agent network solution maintains strict NLP performance baselines, including a minimum 85% F1-score for named entity recognition and

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95% autonomous resolution rate for customer inquiries. These metrics are automatically tracked and reported through our analytics dashboard, which produces model performance summaries including precision/recall breakdowns and confusion matrices at specified intervals.

For accuracy and reliability, we employ continuous validation through automated learning from past interactions and preset Q&A management. The system tracks key metrics including session completion rates, customer satisfaction scores, and utilization rates across departments. Our platform's built-in follow-up questioning capabilities help maintain high accuracy by clarifying user intent and ensuring proper request routing.

To ensure continuous improvement, our solution features automated learning mechanisms that adapt to new scenarios and refine responses based on user interactions and feedback. The system integrates these compliance metrics directly into existing quality assurance dashboards without manual intervention. Regular performance reviews analyze user interaction patterns, identify areas for optimization, and implement automated updates to enhance response accuracy and relevance.

This data-driven approach allows us to maintain high-performance standards while continuously evolving to meet changing user needs and organizational requirements.

## **d. Risk Management**

**Technical Risks and Mitigations:** Readyly's sophisticated platform performs highly technical operations that require careful management. Integration complexity with legacy systems, while streamlined through our existing 20+ platform connections, still presents risks during new implementations. To mitigate this, we employ a staged integration approach during our six-week implementation process, with dedicated testing environments and rollback capabilities. Network dependency concerns are addressed through robust offline caching mechanisms and failover systems that maintain basic functionality even during connectivity issues. Data quality risks are mitigated through our comprehensive AI training process that includes automated validation of training materials and continuous performance monitoring.

**Operational Risks and Mitigations:** While our platform maintains up to a 95% autonomous resolution rate, accuracy remains a critical concern. We address this through multiple safeguards: automated learning mechanisms that adapt to new scenarios, built-in follow-up questioning capabilities to clarify user intent and human oversight of AI responses. Language processing challenges, particularly in multilingual environments like the City of Arcadia where 70% of residents speak Asian languages, are managed through sophisticated language detection systems and regular updates to our translation engines. Implementation timeline risks are mitigated through our structured six-week methodology with clear milestones and contingency buffers.

**Security and Compliance Risks and Mitigations:** Data privacy concerns are addressed through our comprehensive security framework, including SOC 2 Type 2, GDPR, and HIPAA certifications. All data is encrypted both in transit and at rest, with strict access controls and regular security audits. API security risks are mitigated through robust authentication protocols

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and continuous monitoring for potential vulnerabilities. To address evolving compliance requirements, we maintain regular updates to our security protocols and provide automated compliance reporting tools.

**Resource Risks and Mitigations:** The challenge of remote technical support is addressed through our 24/7 support channel via Microsoft Teams, WebEx, or Slack and comprehensive documentation. Training requirements are managed through our structured knowledge transfer program, including video tutorials and live training sessions. Cost variability risks are mitigated through transparent pricing models and regular usage analytics that help predict and manage interaction volumes.

## **e. Compliance and Standards**

Readyly maintains rigorous security standards, holding certifications including SOC 2 Type 2, HIPAA, GDPR, and NIST AI RMF compliance. Our platform implements comprehensive data privacy protocols and secure API protection, ensuring all AI implementations meet public sector regulatory requirements. The system includes role-based access controls and robust data governance frameworks that protect sensitive information while enabling efficient service delivery.

Our security infrastructure includes:

- End-to-end encryption for all data transmission
- Regular security audits and penetration testing
- Comprehensive audit logging and monitoring
- Automated threat detection and response
- Regular security patches and updates
- Secure backup and disaster recovery protocols

At Readyly, security is a top priority, especially when it comes to handling sensitive information for public sector clients, giving our personnel deep experience in security compliance and infrastructure. We ensure that all aspects of our AI-powered solution adhere to the highest security standards, with robust protocols in place to protect client data.

### **Compliance and Certifications:**

- **SOC 2 Type 2 Certified:**  
Readyly's processes and infrastructure comply with **SOC 2 Type 2 standards**, ensuring ongoing protection of **data security, integrity, availability, and privacy**. This certification demonstrates that our systems meet stringent security and operational controls, offering assurance that Readyly's platform operates securely and effectively.
- **HIPAA Compliant:**  
Readyly complies with the **Health Insurance Portability and Accountability Act (HIPAA)**, ensuring that any personal or health-related data is managed in accordance

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with **strict privacy and security standards**. This is particularly valuable for government use cases where sensitive information might be handled.

- **NIST AI RMF Compliant:**

We follow the guidelines set forth in the **NIST AI Risk Management Framework (AI RMF)**, ensuring that our AI systems are **secure, reliable, and transparent**. This helps mitigate risks associated with AI use, particularly in sensitive or high-impact applications, and aligns with best practices for trustworthy AI.

- **GDPR Compliant:**

Readyly complies with the **General Data Protection Regulation (GDPR)**, recognized as the **gold standard for privacy globally**. This compliance ensures that our platform adheres to **strict data protection principles**, including user consent, data minimization, and the right to access or delete personal data.

- GDPR compliance is relevant even outside of Europe as it sets a **high benchmark for privacy** that reflects best practices and builds trust with users and organizations worldwide.

We strongly believe it is critical to ask the right security questions when evaluating AI solutions. Transparency in security practices is essential, and understanding the details behind compliance and risk management can prevent vulnerabilities that may otherwise go unnoticed. Readyly provides clear, specific documentation on all aspects of security, offering peace of mind for cities that need to ensure their systems are resilient against emerging threats.

**Encryption and Data Security:**

- **Encryption:** All data transmitted to and from Readyly's platform is encrypted using industry-standard protocols. Data is encrypted both in transit and at rest to protect against unauthorized access or breaches.
- **Access Controls:** Readyly implements multi-factor authentication (MFA) and strict access control measures to ensure that only authorized personnel can access sensitive data and system settings. Role-based access allows different levels of permission based on user responsibilities.

**Data Retention and Audit Logs:**

- **Data Retention Policies:** Readyly's platform includes customizable data retention policies that allow clients to define how long certain types of data should be stored. These policies ensure compliance with legal requirements while minimizing the risk of long-term data exposure.
- **Audit Trails:** We maintain comprehensive audit logs that track all interactions with the system. These logs are accessible to authorized users, enabling full transparency and accountability for system activities, from chat interactions to administrative changes.

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**Regular Security Audits and Updates:**

- **Penetration Testing:** Readyly undergoes regular third-party penetration testing to identify potential vulnerabilities and ensure that our systems remain secure.
- **Automatic Updates:** Our platform is continually updated to address emerging security threats. Security patches and updates are automatically applied to ensure that your system is always protected against the latest risks.

## 6. Proposed Value-Add

### 1. The Only Platform with Two-Way AI Voice

Readyly is the **only AI solution offering two-way voice capabilities**, allowing users to both speak to the AI and receive spoken responses. This feature significantly enhances accessibility, making services more inclusive and user-friendly, particularly for:

- **Voice-first interactions:** Beneficial for users who prefer speaking to typing.
- **Accessibility needs:** Supporting individuals with disabilities who rely on auditory interfaces.

This functionality has been successfully implemented for clients like the City of Arcadia, where two-way voice has supported a diverse population with varying accessibility requirements.

### 2. The Only AI with Follow-Up Questioning



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Readyly is the **only conversational AI capable of asking follow-up questions**, a feature that dramatically improves response accuracy and user satisfaction.

- For instance, when a user inputs a vague query such as “*permits*,” our AI can follow up with “*Are you looking for information on applying, fees, or something else?*”
- This capability is particularly beneficial for users who type short or incomplete queries, ensuring the AI delivers precise and relevant answers.

Follow-up questioning has proven invaluable for streamlining complex processes like application submissions, where clarifications ensure tasks are completed correctly the first time.

### **3. Advanced Conversational AI for Natural Interactions**

Unlike traditional AI agent networks that follow rigid question-and-answer scripts, Readyly’s AI offers true conversational capabilities:

- **Dynamic interactions:** Users can provide multiple pieces of information in one chat.
- **Out-of-order processing:** Allows the AI to handle tasks even when users supply information in a non-linear manner.

This level of conversational understanding enables Readyly to support complex workflows like completing forms or answering detailed inquiries efficiently.

### **4. Broad Workflow Automation Beyond 311 Requests**

Readyly supports a wide range of automations beyond standard 311 integrations:

- **Completing forms and applications:** Automating routine processes to save time for both citizens and staff.
- **Checking the status of applications and requests:** Seamlessly integrating with permitting, licensing, and other systems.
- **Integrations with 20+ third-party platforms:** Ensures compatibility with NCTCOG’s existing systems and platforms like Salesforce and Revize.

### **5. Adaptability with Structured and Unstructured Data**

Readyly’s platform excels at handling both structured and unstructured data, enabling more comprehensive AI interactions:

- **Extracting text from images:** Readyly can index text-based PDFs, scanned documents, and images, providing access to previously inaccessible information.
- **Dynamic response generation:** By combining structured data (e.g., databases) and unstructured content (e.g., reports or notes), the AI delivers contextually rich and accurate responses.

### **6. Internal Staff Support and Omnichannel Engagement**



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Readyly is highly adaptable for both **citizen-facing** and **internal staff** applications:

- **Role-based personas and access controls:** Tailored workflows and information access for departments like HR, Finance, and IT.
- **Omnichannel capabilities:** Supports text (SMS), WhatsApp, email, and (soon) phone AI agents, ensuring seamless engagement across channels.

## 7. Time-Aware Intelligence

Readyly's **time-aware AI** provides accurate responses to time-sensitive queries such as:

- “When is the next town council meeting?”
- “Are offices open this Friday?”

This capability ensures citizens receive real-time, contextually accurate information.

## 8. Robust Security and Privacy Measures

Readyly is among the most secure platforms available, adhering to rigorous industry standards:

- Certifications such as **SOC 2 Type 2, HIPAA, GDPR**, and compliance with **NIST AI RMF** guidelines.
- Unlike many competitors, Readyly ensures that APIs are securely protected to prevent potential breaches.

## Why Readyly Stands Out

Readyly is the **only platform combining two-way voice AI, follow-up questioning, and advanced conversational capabilities** with robust automation, omnichannel engagement, and security compliance. Our ability to adapt to NCTCOG's needs both today and in the future—whether citizen-facing or internal—ensures a seamless, intuitive, and highly efficient solution.

Comparison w/ Examples	Readyly	Polimorphic	Frase	Citibot	CogAbility
Feature	<a href="#">Arcadia</a>	<a href="#">Prospect Park</a>	<a href="#">North Andover</a>	<a href="#">Denver</a>	<a href="#">Hillsborough Co.</a>
Speech to Text	Yes	No Evidence	No	No	Yes
Text to Speech	Yes	No	No	Yes	Yes
Language detect speech	Yes	No Evidence	No	No	Yes
Language detect written	Yes	Yes	Yes	Yes	Yes
Provide links to sources	Yes	Yes	Yes	Yes	Yes
Surface sources in-app	Yes	No	No	No	No
Render PDF/image/video in-app	Yes	No Evidence	No	No	No



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Comparison w/ Examples	Readyly	Polimorphic	Frase	Citibot	CogAbility
Conversational AI	Yes	No	Yes	No	No
Time awareness	Yes	No	No	No	No
Follow-up questions	Yes	No	No	No	No Evidence
AI training and customization	Yes	Yes	Yes	Yes	No Evidence
Text streaming	In R&D	No	Yes	Yes	No
Voice streaming	In R&D	Unknown	No	No	No
Vector Database	Yes	Unknown	Unknown	Yes	Yes
Graph Database	Yes	Yes	Yes	No Evidence	No Evidence
Create 311/work order records	Yes	Yes	No	Yes	No Evidence
Complete forms / applications	Yes	Yes	No	Yes	Yes
Sentiment Analysis	Yes	No Evidence	No Evidence	No Evidence	No Evidence
AI-based prediction	Yes	No Evidence	No Evidence	No Evidence	Yes
Self Learning - Email	Yes	Unknown	No	No	Unknown
Self Learning - Chat	In R&D	Unknown	No	No	Unknown
Textbot (SMS, WhatsApp)	Yes	No Evidence	No Evidence	Yes	No Evidence
Email AI Agents	Yes	No	No	No	No Evidence
Phone AI Agents	In R&D	Yes	No	No	No
SOC2 Type 2 Certified	Yes	Yes	No Evidence	No Evidence	No Evidence
NIST AI RMF Compliant	Yes	Yes	No Evidence	No Evidence	No Evidence
HIPAA Certified	Yes	Yes	No Evidence	No Evidence	Yes
GDPR/CCPA Certified	Yes	No Evidence	No Evidence	No Evidence	No Evidence
ISO 27001	In Progress	Yes	No Evidence	No Evidence	No Evidence

## 7. HUB Bonus - Not applicable

**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

<b>Category</b>	<b>Original Proposal</b>	<b>BAFO Update</b>
<b>Software Licensing</b>	\$0.25/hour per 10K residents, capped at \$0.50/session	Unchanged; <b>added volume discount</b> of \$0.40/session above 100K sessions/year
<b>Implementation Fee</b>	\$500 per 10K residents	<b>Reduced to \$400 per 10K residents</b>
<b>Custom Integrations</b>	1 per 50K residents; \$3K per extra	<b>One additional free custom integration</b> if scalable across members
<b>Training &amp; Support</b>	One remote session per 50K residents	<b>Second live remote session included</b> at no charge

Since our original proposal, we have launched Readyly's **Voice AI Agent for phone lines**, which allows citizens to speak naturally by phone in any language. This service supports voice-based information delivery, workflow automation (e.g., 311 requests, status updates), and conversation continuity across channels.

**Introductory Pricing for TXShare Members:**

- **\$0.50 per call** for the first **10,000 calls per year**
- **\$0.75 per call** for any additional calls beyond that
- Standard pricing is **\$1.00 per call**, up to 100,000 calls/year

We're excited to extend this capability as part of our BAFO and believe it can further enhance accessibility and service quality for TXShare members.

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We believe these revisions represent our most competitive offer while maintaining the high standards of quality, flexibility, and support outlined in our original proposal. Please let us know if any clarification is needed—we would be happy to discuss any part of this submission.

# **Exhibit 3** **APPENDIX A.2** **Service Area Designation Forms**

**EXHIBIT 3: SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

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(Exhibit 3 continued)

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

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

End of Exhibit 3

## APPENDIX B

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

### REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

#### 10. Domestic Preference for Procurements

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

#### 11. Trafficking in Persons


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

#### Check one of the following:

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

-OR-

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



Signature of Authorized Person

KRISTOFER SANDOR

Name of Authorized Person

Sunlight Technologies, Inc. d/b/a Readyly

Name of Company

05.21.2025

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

\_\_\_\_\_  
Sunlight Technologies, Inc. d/b/a Readyly  
Agency

\_\_\_\_\_  
05.21.2025

\_\_\_\_\_  
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.

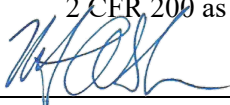
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services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



\_\_\_\_\_  
 Signature of Authorized Person

**KRISTOFER SANDOR**

\_\_\_\_\_  
 Name of Authorized Person

**Sunlight Technologies, Inc. d/b/a Readyly**

\_\_\_\_\_  
 Name of Company

**05.21.2025**

\_\_\_\_\_  
 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.



\_\_\_\_\_  
Signature of Authorized Person

**KRISTOFER SANDOR**

\_\_\_\_\_  
Name of Authorized Person

**Sunlight Technologies, Inc. d/b/a Readyly**

\_\_\_\_\_  
Name of Company

**05.21.2025**

\_\_\_\_\_  
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.



\_\_\_\_\_  
Signature of Authorized Person

Kristofer Sandor

\_\_\_\_\_  
Name of Authorized Person

Sunlight Technologies, Inc. d/b/a Readyly

\_\_\_\_\_  
Name of Company

05.21.2025

\_\_\_\_\_  
Date

APPENDIX E  
DEBARMENT CERTIFICATION

KRISTOFER SANDOR \_\_\_\_\_ being duly  
(Name of certifying official)  
sworn or under penalty of perjury under the laws of the United States, certifies that neither

Sunlight Technologies, Inc. d/b/a Readyly \_\_\_\_\_, 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  
\_\_\_\_\_  
05.21.2025  
\_\_\_\_\_  
Date of Certification

Form 1734  
Rev.10-91  
TPFS