

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

SearchBlox Software, Inc. (“Contractor”)
4870 Sadler Road Suite 300
Glen Allen, VA 23060

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

ARTICLE V SERVICE FEE

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

solicitation. The administrative fee will be remitted by the contractor to Civic Marketplace on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

SearchBlox Software, Inc.

Attn: Timo Selvaraj

4870 Sadler Road Suite 300

Glen Allen, VA 23060

Phone: 804-938-5574

Email: tselvaraj@searchblox.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).

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements

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

manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.23 **Trafficking in Persons**

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

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

SearchBlox Software, Inc.

Timo Selvaraj May 5, 2025
Signature Date

Timo Selvaraj
Printed Name
Chief Product Officer
Title

North Central Texas Council of Governments

Signed by:
Todd Little 10/29/2025
349D83294E7946E...
Signature Date
Todd Little
Executive Director

APPENDIX A

Statement of Work

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

TECHNICAL PROPOSAL

A. Project Deliverables

CHALLENGE OBJECTIVES

a. Administration: How can AI assist in strategic planning, policy analysis, performance tracking, and enhance decision-making processes for effective city governance?

The SearchAI platform (Hybrid Search, AI Chatbots and AI Agents) allows the city staff to access the both structured and unstructured information available on-demand for enhancing decision-making for effective city governance. The SearchAI platform can also create better titles of documents, create one line summaries of information and tag documents for easy access and understanding. Chatbots and agents can automate citizen customer service and information access.

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

SearchAI Agents can streamline permit applications, automate inspection scheduling, and improve communication with developers and residents by leveraging AI-driven capabilities. Here's how they can achieve these goals:

1. Streamlining Permit Applications

- **Natural Language Processing (NLP):** The agents can understand and process inquiries in natural language, guiding applicants through the application process with clear, easy-to-follow instructions.
- **Automated Document Handling:** AI can validate documents, extract relevant details, and auto-fill forms, reducing manual errors and saving time for both applicants and staff.
- **Status Tracking:** Applicants can check the status of their permit applications in real-time through interactive dashboards or by querying the agent.
- **FAQs and Guidance:** The agent can provide instant answers to frequently asked questions, clarifying application requirements, fees, or timelines.

2. Automating Inspection Scheduling

- **Dynamic Calendar Integration:** SearchAI Agents can check inspectors' schedules and propose the next available slots based on applicant preferences, minimizing delays.
- **Automated Reminders:** The agents can send notifications and reminders for upcoming inspections to applicants and inspectors, ensuring preparedness.
- **AI-Based Routing:** AI can optimize inspectors' routes to minimize travel time and improve operational efficiency.
- **Rescheduling Made Easy:** If an inspection needs to be rescheduled, users can do so seamlessly by interacting with the agent, avoiding the need for direct phone calls or emails.

3. Improving Communication with Developers and Residents

- **24/7 Availability:** SearchAI Agents can respond to queries at any time, ensuring timely assistance without waiting for office hours.
- **Personalized Updates:** Developers and residents can receive real-time updates tailored to their specific projects or inquiries.

- **Multilingual Support:** AI agents can communicate in multiple languages, improving accessibility for diverse communities.
- **Feedback Collection:** The agent can gather feedback about the permit and inspection process to identify areas for improvement.

By automating repetitive tasks, reducing processing times, and enhancing user interactions, SearchBlox SearchAI Agents empower government agencies and municipal bodies to provide a better user experience for both developers and residents.

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

SearchAI Agents can significantly enhance customer engagement, streamline ticketing processes, and optimize event management through several innovative features and functionalities:

1. Enhancing Customer Engagement

- **Personalized Interactions:** AI agents can leverage user data to provide tailored responses and product/service recommendations, creating a more personalized experience.
- **24/7 Availability:** By providing immediate answers to common queries through chatbots or search bars, AI agents ensure customers receive support any time, improving satisfaction and reducing frustration.
- **Content Discovery:** Advanced search algorithms help customers easily find relevant information, whether it's product details, FAQs, or troubleshooting guides.
- **Proactive Assistance:** Using predictive analytics, AI agents can anticipate user needs and offer suggestions, such as showing related products or articles based on browsing history.

2. Streamlining Ticketing Processes

- **Automated Ticket Generation:** AI can identify queries requiring human attention and automatically generate tickets with complete and relevant information.
- **Intelligent Routing:** AI agents analyze tickets and route them to the appropriate department or personnel, reducing resolution times.
- **Self-Service Options:** Customers can resolve issues independently with AI-driven resources, such as guided troubleshooting workflows, minimizing the number of tickets generated.
- **Prioritization:** AI can classify tickets by urgency and complexity, ensuring high-priority issues are addressed promptly.

3. Optimizing Event Management

- **Event Discovery:** AI-powered search engines can match users with events based on their preferences, past activities, and geographic location.
- **Efficient Resource Allocation:** AI helps organizers track attendance patterns and participant feedback, enabling better resource planning.
- **Real-Time Insights:** During events, AI agents can provide real-time insights through analytics dashboards, such as attendee engagement metrics or common feedback themes.
- **Improved Communication:** AI can send automated updates, reminders, and follow-ups, ensuring participants stay informed about schedules, changes, or post-event surveys.

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

SearchBlox's content management and indexing capabilities can streamline internal processes, helping organizations optimize workflows. By automating manual tasks related to data processing, organizations can reduce operational costs and increase productivity.

As the organization grows, SearchBlox's scalability allows for the management of increased data volumes without compromising performance. This ensures smooth expansion and the ability to handle larger markets and more complex projects.

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

Not met by SearchAI at this time.

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

By automating workflows, improving data accessibility, and facilitating better communication, SearchBlox can transform the HR responsibilities at organizations, enhancing efficiency and employee satisfaction.

Automated HR Processes:

SearchAI can help centralize HR data, making it easier to access employee records, performance reviews, payroll, and benefits information via an intuitive search interface. HR staff can quickly retrieve relevant documents, policies, and history, reducing manual efforts.

Enhancing Employee Engagement:

By leveraging SearchAI, employees can quickly find relevant resources like HR policies, training materials, or company announcements, fostering a better self-service experience.

By using SearchAI for internal purposes, employees can search through company news, updates, and initiatives, increasing their engagement with corporate information.

Onboarding Experience:

New hires can use SearchAI Agents to easily find onboarding documents, training materials, and company policies, improving the clarity and efficiency of their onboarding journey.

New hires can use a SearchAI Chatbot to easily find onboarding documents, training materials, and company policies, improving the clarity and efficiency of their onboarding journey.

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

1. Automate Help Desk Support

- **AI-Powered Chatbots:** SearchAI Agents can be deployed as intelligent chatbots to handle common IT help desk queries, such as password resets, account unlocks, or providing troubleshooting steps.
- **Knowledge Base Access:** They can access and retrieve answers from internal knowledge bases, enabling users to self-service for common issues.
- **Task Automation:** Repetitive tasks like updating tickets, assigning priorities, or escalating issues to relevant personnel can be automated.

2. Streamline Processes

- **Integration Across Tools:** By integrating with IT systems like ServiceNow or Jira, they can automate ticket management, reporting, and project updates.
- **AI-Driven Insights:** They can analyze usage patterns of IT resources to recommend changes or improvements, like resource reallocation or license optimization.

3. Create Documentation for IT Service Domain Knowledge

- **Summarization:** They can summarize meeting notes, tickets, and lengthy discussions into concise actionable insights for quick reference.
- **Content Discovery:** By indexing all IT documentation, they make it easier for team members to quickly find relevant resources.

4. Assist with Cybersecurity Threat Detection

Not met by SearchAI at this time.

5. Take a Proactive Role in Auditing and Cyber Defence

Not met by SearchAI at this time.

h. Library Services: What AI technologies can provide a personalized user experience, improve catalog searches, and offer automated assistance?

SearchAI Agents can significantly enhance library services by providing personalized user experiences, improving catalog searches, and offering automated assistance.

1. Providing Personalized User Experience

- **User Profiles and History:** SearchAI Agents can use user profiles and borrowing histories to recommend personalized resources such as books, articles, or multimedia content.
- **Contextual Understanding:** By leveraging Retrieval-Augmented Generation (RAG) and Large Language Models (LLMs), SearchAI Agents can understand the user's context and preferences during conversations, ensuring responses are tailored.

- **Real-Time Recommendations:** Suggest related resources, new arrivals, or trending items based on user interactions, creating a curated library experience.

2. Improving Catalog Searches

- **Semantic Search Capabilities:** Instead of relying on exact keyword matches, SearchAI can understand the intent behind search queries, delivering more relevant results.
- **Faceted Navigation:** Allow users to refine search results using filters like author, publication year, genre, language, or format.
- **Natural Language Queries:** Users can interact with the system using conversational language rather than structured search phrases.

3. Offering Automated Assistance

- **Round-the-Clock Support:** Provides 24/7 assistance for common queries such as membership details, borrowing rules, and library services.
- **Multi-Step Task Automation:** Handles processes such as library card applications, overdue fine payments, or reservation requests through guided workflows.
- **Language Support:** Assists users in multiple languages, catering to diverse user groups.
- **Digital Access:** Helps users access eBooks, journals, and other digital resources by providing step-by-step instructions or resolving access issues.
- **Knowledge Base Integration:** Integrates with the library's knowledge base to answer queries about library policies, operating hours, or special events.

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

SearchBlox's SearchAI Agents can significantly enhance case management, automate routine inquiries, and improve citizens' access to legal information through their AI-powered search and natural language processing (NLP) capabilities. Here's how they accomplish these goals:

1. Efficient Case Management

- **Centralized Knowledge Base:** SearchAI Agents can integrate and index legal documents, case files, and other resources, enabling legal professionals to access relevant information quickly.
- **Smart Search Capabilities:** Advanced NLP allows users to search using natural language queries. For example, "Show me recent precedents in trademark law" can return precise, context-relevant results.
- **Task Automation:** Repetitive tasks like document classification, tagging, and organization can be automated to save time.

2. Automating Routine Inquiries

- **Conversational AI:** SearchAI Agents can handle FAQs and repetitive citizen inquiries, such as "How do I file a complaint?" or "What is the status of my case?" via chatbots or voice interfaces.
- **Self-Service Portals:** Citizens can independently access information through user-friendly self-service platforms, reducing the load on human agents.
- **Workflow Integration:** Routine administrative workflows, such as appointment scheduling or form submissions, can be streamlined with AI-driven guidance.

3. Improving Citizens' Access to Legal Information

- **Intuitive User Interface:** With personalized search experiences and user-friendly interfaces, citizens can find relevant legal information without needing legal expertise.
- **Multilingual Support:** SearchAI Agents can support multiple languages, making legal information accessible to a diverse population.

- **Proactive Assistance:** AI-powered suggestions based on user behavior or queries help guide citizens to related resources or next steps.
- **Accessibility Features:** Voice search and other assistive technologies ensure inclusivity for individuals with disabilities.

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

SearchBlox SearchAI Agents can significantly improve program management, registration processes, and personalized recommendations for parks and recreational activities through advanced search and AI-driven capabilities.

1. Enhanced Program Management

- **Centralized Searchable Repository:** Parks and recreation departments can store all program details in a centralized location. SearchAI Agents allow staff and users to quickly find specific programs, schedules, or facilities.
- **AI-Driven Insights:** Analyze trends in program participation using AI, enabling data-driven decisions about resource allocation or program offerings.
- **Real-Time Updates:** Automate updates for program information, ensuring that schedules, capacity, and new offerings are always accurate.
- **Search Filters:** Use filters such as age group, skill level, or program type to streamline user queries.

2. Streamlined Registration Processes

- **Intelligent Form Assistance:** AI Agents guide users through the registration process, ensuring all necessary steps are completed without errors.
- **Searchable Registration Options:** Users can search for available programs by name, location, or other criteria and view real-time availability.
- **Payment Integration:** Automate secure payment processing and confirmation notifications.
- **Waitlist Optimization:** Automatically manage waitlists, notifying users when a slot becomes available or suggesting similar programs.

3. Personalized Recommendations

- **AI-Powered Suggestions:** Use machine learning algorithms to recommend programs based on user preferences, past activity, and demographic information.
- **Contextual Search Results:** Deliver highly relevant search results based on user input, time of year, or location.
- **Behavior Analysis:** Continuously analyze user interactions to refine recommendations over time.
- **Push Notifications:** Notify users about upcoming activities or new programs that align with their interests.

4. Improved User Experience

- **Chatbots for Support:** SearchAI Agents can provide instant answers to user inquiries about program availability, registration requirements, or facility details.
- **Mobile-Friendly Access:** Allow users to search, register, and manage programs seamlessly via mobile devices.
- **Localized Information:** Suggest activities and resources near the user's location using geolocation capabilities.

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

SearchBlox SearchAI Agents can significantly enhance parks maintenance operations through advanced AI-powered search and analytics. Here's how they can specifically address maintenance scheduling, resource allocation, and communication with residents:

1. Improve Maintenance Scheduling

- **Predictive Analytics:** Analyze historical data, weather conditions, and seasonal patterns to predict when specific maintenance tasks (e.g., mowing, repairs) are most needed.
- **Automated Task Prioritization:** Use natural language processing (NLP) to process work requests and prioritize urgent tasks based on keyword analysis, location, or resident feedback.
- **Integration with Calendar Systems:** Integrate with scheduling software to automatically assign tasks to maintenance crews based on availability and workload.

2. Optimize Resource Allocation

- **Real-Time Inventory Management:** Keep track of tools, machinery, and spare parts through search and analysis of inventory data, ensuring resources are available when needed.
- **Crew Deployment:** Analyze crew performance and task durations to optimize team sizes and work shifts. AI can recommend the most efficient routes for crews to minimize travel time between sites.
- **Budget Analysis:** Use AI to analyze historical spending and predict costs for upcoming projects, enabling better financial planning.

3. Facilitate Better Communication with Residents

- **24/7 Virtual Agents:** Deploy AI-powered chatbots or agents to field inquiries from residents about park maintenance schedules, report issues, and provide updates on resolution timelines.
- **Feedback Analysis:** Collect and analyze resident feedback using sentiment analysis to identify trends and address concerns proactively.
- **Multichannel Engagement:** Offer easy access to updates and announcements via websites, email, and social media, ensuring residents stay informed about maintenance activities and park availability.

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

1. Optimizing Project Schedules

Not met by SearchAI at this time.

2. Managing Resources

Not met by SearchAI at this time.

3. Keeping Residents Informed

- **Centralized Information Access:** SearchAI Agents can serve as intelligent chatbots or search platforms, providing residents with real-time information about project statuses, road closures, and expected completion dates.
- **Personalized Notifications:** By using location and preference data, agents can send tailored updates to residents about projects affecting their areas.
- **Engagement and Feedback:** They can gather public feedback through surveys or direct queries, helping authorities address community concerns quickly.

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

SearchAI Agents can transform the way utility companies manage billing and customer service by leveraging advanced natural language processing (NLP) and AI-driven automation.

1. Automating Billing Inquiries

- **Understanding Common Queries:** The AI can be trained on historical data to handle common billing inquiries, such as "What is my current bill?", "Why is my bill higher this month?", or "When is my payment due?"
- **Self-Service Portals:** Customers can interact with chatbots or voice assistants 24/7 to retrieve billing information without needing a live agent.
- **Dynamic Interaction:** The AI can ask follow-up questions to refine its understanding, ensuring accurate and context-specific answers.
- **Multilingual Support:** By supporting multiple languages, SearchAI Agents can address inquiries from a diverse customer base.

2. Streamlining Payment Processes

- **Seamless Payments:** AI can guide users through the payment process, offering secure payment options directly through the chat or interface.
- **Payment Plans and Options:** Agents can suggest and set up payment plans based on customer needs or past payment history.
- **Proactive Payment Reminders:** Customers can receive personalized reminders about upcoming payments, ensuring timely action and reducing late fees.

3. Providing Real-Time Updates on Utility Usage

- **Live Data Integration:** By integrating with smart meters and IoT devices, the AI can provide customers with real-time updates on utility usage.
- **Usage Insights:** It can analyze consumption patterns and provide actionable recommendations, such as reducing usage during peak hours to save costs.
- **Threshold Alerts:** Customers can set thresholds for usage, and the AI will send alerts when these are exceeded.
- **Customizable Dashboards:** The AI can help customers create dashboards or reports summarizing their usage trends over time.

Key Benefits

- **Reduced Operational Costs:** By automating routine tasks, live agents can focus on more complex customer issues.
- **Improved Customer Experience:** Fast, accurate, and round-the-clock responses enhance customer satisfaction.
- **Increased Efficiency:** Streamlining payment and billing processes eliminates unnecessary delays or errors.
- **Proactive Engagement:** Real-time updates and notifications keep customers informed, reducing disputes and complaints.

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

1. Enhancing Visitor Engagement

- **Interactive Conversational AI:** SearchAI Agents act as conversational bots on websites or apps, answering visitor queries in real-time with relevant and accurate information.
- **Content Discovery:** They help visitors discover attractions, events, dining options, and activities by offering intelligent search and navigation tools tailored to the user's input.
- **Multilingual Support:** Support for multiple languages ensures non-native speakers can interact comfortably, fostering inclusivity and engagement.
- **Dynamic Content Updates:** The agents can integrate with live data sources to share real-time updates about events, weather, transportation, or availability of attractions.

2. Providing Personalized Recommendations

- **User Behavior Analysis:** By analyzing user interactions and search history, the system can recommend attractions or itineraries that align with individual preferences, interests, and demographic profiles.
- **Context-Aware Suggestions:** Leveraging geolocation and contextual data, the agents provide location-specific recommendations, ensuring visitors get the most out of their current or planned destinations.

3. Improving Tourism Management

- **Customer Support Automation:** SearchAI Agents can handle routine queries, freeing up staff to focus on more complex or high-priority tasks.
- **Feedback Collection:** Seamlessly integrated feedback mechanisms allow agents to gather user reviews or suggestions, aiding in continuous improvement of tourism services.

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

SearchAI Agents

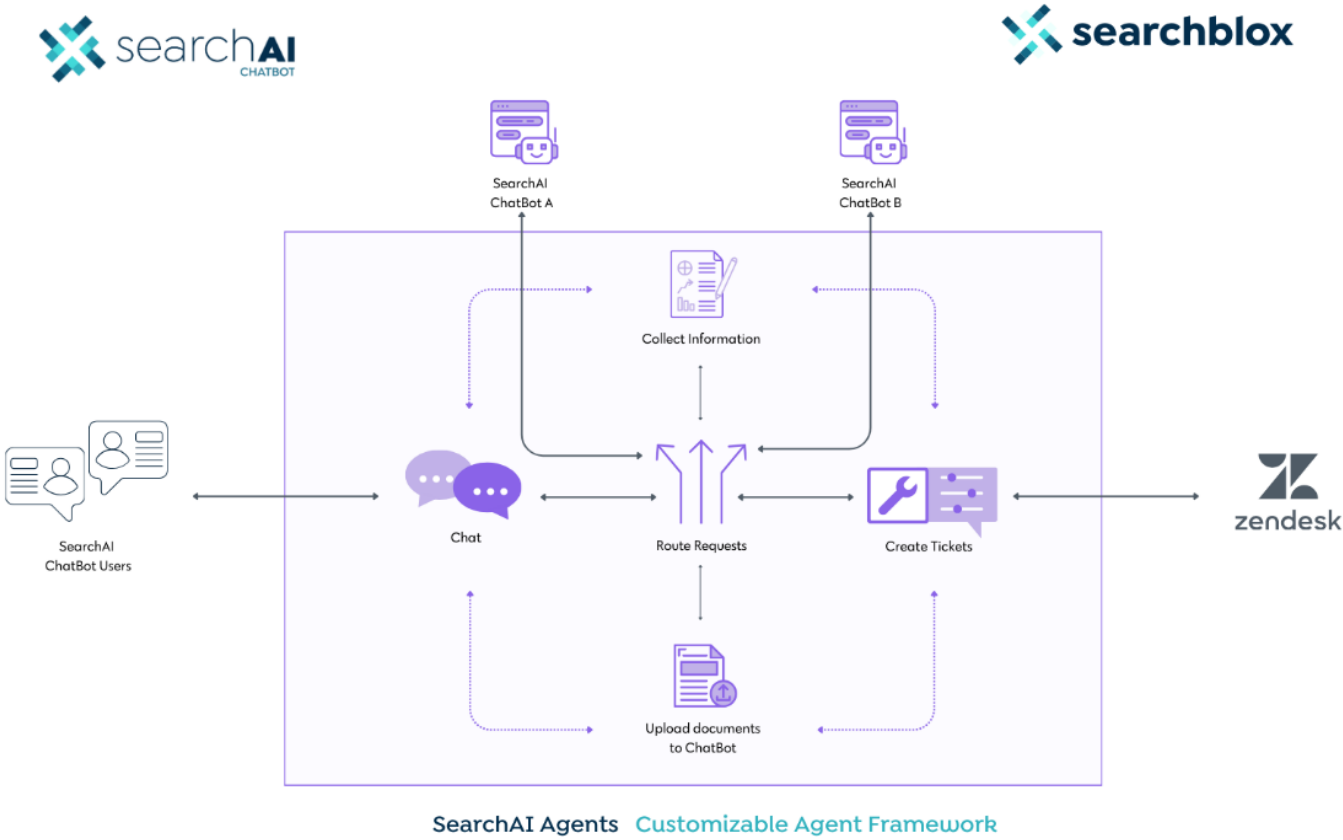
This capability allows you to design personalized conversation paths, guiding users seamlessly towards their desired outcomes. By integrating with internal and external systems, SearchAI Agents enable the chatbot to capture valuable user data, open and resolve tickets, and facilitate secure file uploads and downloads, creating a multi-faceted and interactive experience.

Manage Conversational Flow: Design conversation paths to route users to the right internal bot or knowledge base.

Data Collection & API Integration: Gather valuable user information and seamlessly pass it to external systems through API connections.

Secure File Handling: Enable users to upload and download files directly within the chatbot interface.

Leverage SearchAI Agents for Customer Support & Tracking, HR Onboarding, Lead Collection from Site, IT Ticket & Troubleshooting and Company Onboarding.



B. Technical Approach

Methodologies for design and development.

SearchBlox is committed to delivering seamless and efficient project management. To ensure the successful completion of the Statement of Work (SOW), we utilize a structured, phased approach that aligns with the program's objectives. We emphasize transparency, stakeholder collaboration, and stringent adherence to deadlines, all while leveraging our experience with the providers. We employ an **agile project management framework** to allow flexibility, transparency, and continuous improvements throughout the project lifecycle.

Project tracking/support will be through **Basecamp**.

Production support will be through **Zendesk**.

Integration strategies with existing government systems

Integrating ready-to-use ChatBot within your website or application is made simple. Generate an HTML code from the console and place this HTML code between the header and footer section of your HTML page to set up chat.

[Preview](#) [Settings](#) [Sources](#) [Embed](#) [Conversations](#) [Actions ↗](#)

```
<html>
  <head>
    <meta charset="utf-8">
    <meta name="viewport" content="width=device-width, initial-
scale=1, shrink-to-fit=no">
    <meta http-equiv="X-UA-Compatible" content="IE=edge">
    <title>SearchBlox: SearchAI ChatBot</title>
  </head>
  <body>
    <noscript>You need to enable JavaScript to run this app.
</noscript>
    <div id="sbChat"></div>
    <input type="hidden" id="chatBotName" value="ottawa" />
    <input type="hidden" id="sbDomain"
value="https://[redacted] />
    <script type="module"
src="https://[redacted] ></script>
  </body>
</html>
```

☒ Generate entire HTML

[View widget ↗](#)

User-friendliness and accessibility considerations.

The SearchAI platform is designed with a user-friendly interface, making it intuitive and easy to navigate. Its streamlined design allows users to configure, monitor, and analyze search functionalities with minimal effort.

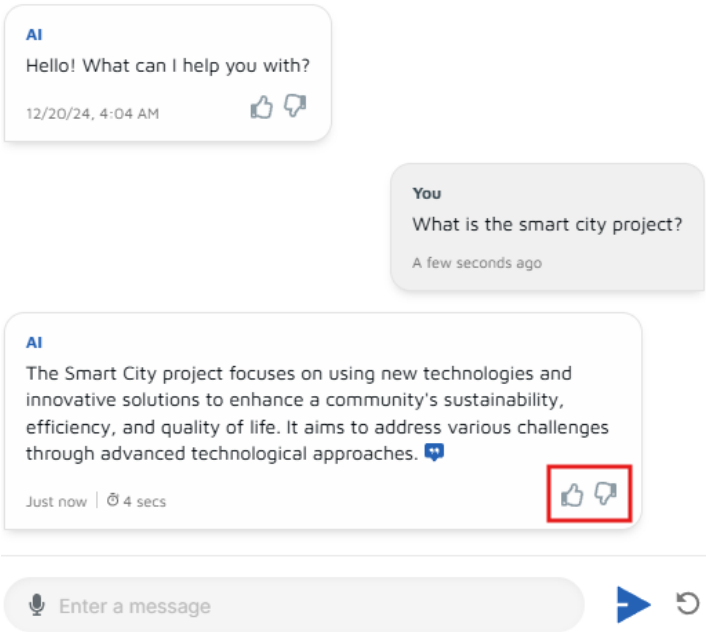
The SearchAI platform has been built for **Section 508** compliance with **WCAG 2.2 Level AA** standards. This is to ensure compatibility with assistive technologies for enhanced accessibility and inclusivity. SearchBlox will provide a Voluntary Product Accessibility Template (VPAT). SearchBlox ensures that any accessibility issues brought to our attention are resolved immediately.

C.Performance Metrics

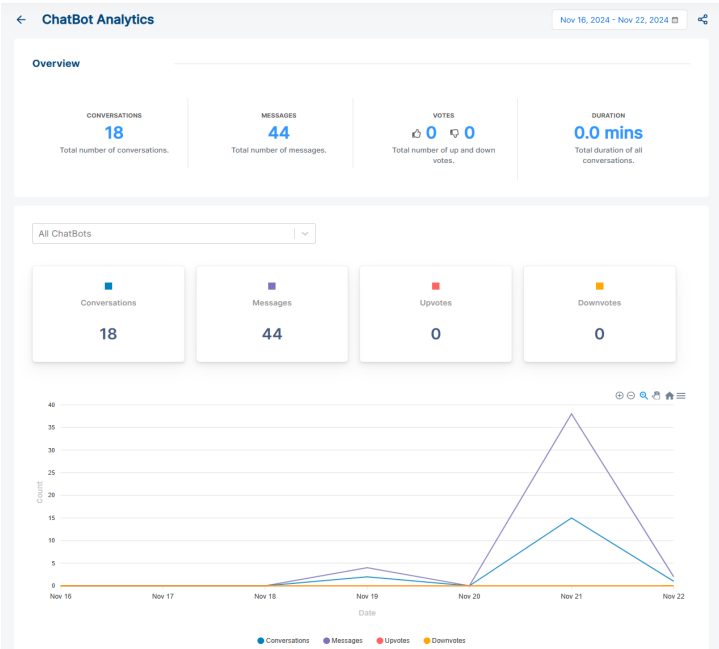
Describe how you will measure success and performance, including key performance indicators (KPIs) for each deliverable. Include approaches to ensure accuracy, reliability, and continuous improvement of the AI solutions.

SearchAI ChatBot utilizes an **in-built feedback system** to continually improve the responses.

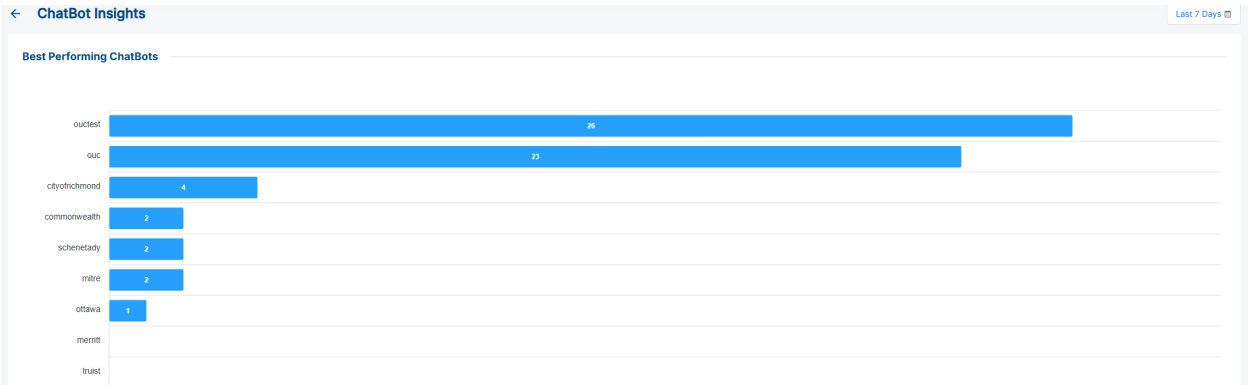
The user can either Upvote (👍) or Downvote (👎) a response to provide feedback.



SearchAI provides detailed analytics and insights for every conversation, which are captured for audit, risk management and compliance purposes.



SearchBlox analyzes collected data to provide valuable insights, enhancing the chatbot's performance and effectiveness.



D.Risk Management

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

Risk Identification Process

SearchBlox identifies potential risks through:

- Daily meetings to assess project progress.
- Having regular meetings with Clients to discover unseen risks.
- Risk identification sessions, ensuring all team members provide input on risks.

Risk Monitoring and Control

SearchBlox Risk Monitoring plan includes:

- Bi-weekly risk review meetings with the project manager and team lead.
- Updating the risk log as new risks are identified.
- Constant monitoring of high-priority risks like client requirement changes and delays.

Risks & Mitigation

Risk: System Downtime or Outage (High)

Mitigation Strategy

Regular system maintenance and testing to identify issues early.
Have a backup server for critical operations.
Coordinate with DevOps for real-time monitoring.

Contingency Plan

Switch to the backup system to ensure continuity.
Extend timelines if downtime severely impacts productivity.

E. Compliance and Standards

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

SearchBlox provides a comprehensive security architecture to help keep your data secure and compliant with regulations such as GDPR, HIPAA, CCPA, PCI, and ISO.

For data encryption, user authentication and authorization, or application monitoring and audit for all data access, SearchBlox offers the most secure enterprise platform with the ability to encrypt and search data.

SearchBlox is NIST CSF certified and plays a high level of importance in safeguarding the data privacy and integrity of City of Schenectady.

SearchBlox uses AWS infrastructure within the Rackspace Account Management system which provides the SOC 2 Type 2.

- **Data in Transit:** All data exchanged between the client (user browser, ChatBot, or API) and the SearchBlox server is encrypted using TLS 1.2/1.3 protocols to prevent interception or unauthorized access.
- **Data at Rest:** Sensitive information, including logs and analytics data, is encrypted using AES-256, ensuring that even stored data is secure.

PROPOSED VALUE-ADD

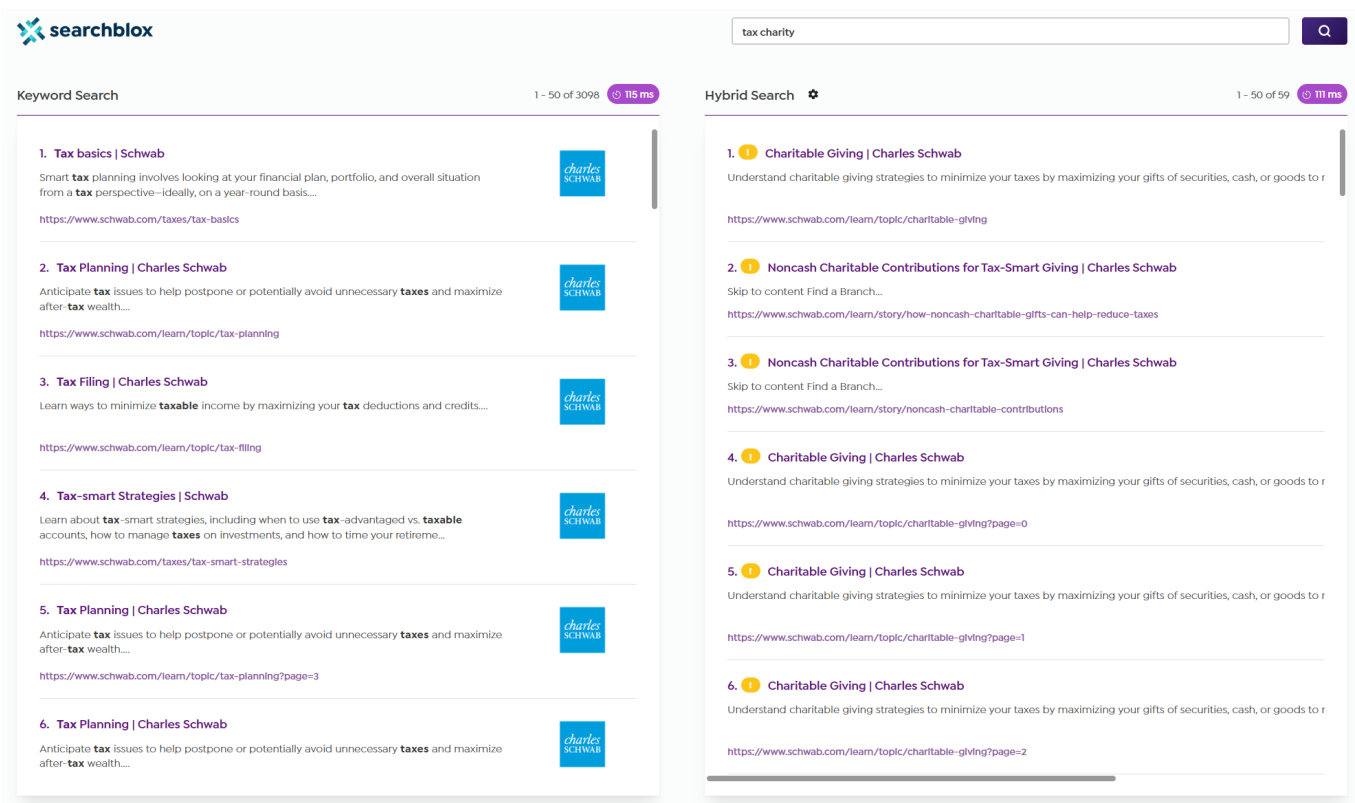
SearchAI Hybrid Search

SearchAI Hybrid Search is an out-of-the-box solution for site search, digital workplace search, and custom search applications.

SearchAI Hybrid Search combines vector search, keyword search and the power of a private LLM to provide a highly relevant search experience.

Hybrid Search takes search to a new level by combining our intelligent search capabilities with the benefits of semantic search, creating a model that gives you the best of both worlds. It essentially adds an additional layer on top of our intelligent search, producing unexpected but contextually relevant results.

Attached below is a screenshot showing the comparison between traditional Keyword search and Hybrid Search.



LLM Generated Fields

Generate Title, Description and Topics for all document types using the private LLM. Works well especially with PDFs which often do not have a proper title or description. By generating relevant meta fields, makes the document more findable.

Generate Using LLM

Title

Generate concise and relevant titles for the indexed documents using LLM.

YES

Description

Use the LLM to generate a description for the indexed documents.

YES

Topics

Generate relevant topics using LLM for each indexed document based on the document's content.

YES

SearchAI SmartSuggest:

Users don’t always know what they don’t know, which means they sometimes struggle to choose the correct search terms or phrases.

Autocomplete only provides suggestions that start with a keyword or phrase. However, SearchAI SmartSuggest uses artificial intelligence to offer complete phrases associated with the keyword or phrase the user types.

prog

national program

international program

learning programs

core credit programs

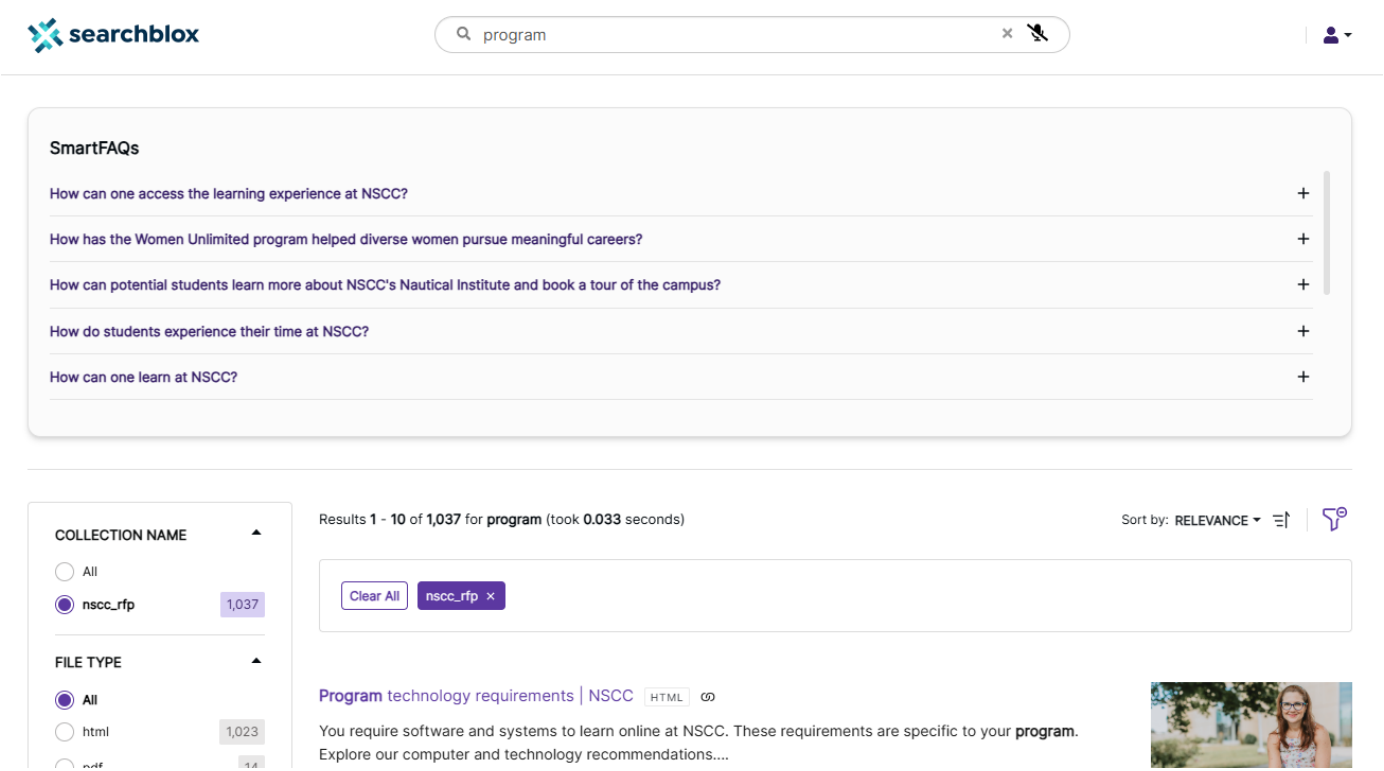
graduate certificate programs

SearchAI SmartFAQs:

SmartFAQs automatically creates FAQs from your content.

SearchAI crawls PDFs, web content, and more to generate context-rich questions curated for **relevancy**.

Whether the answer lies in your knowledge base, product pages, or customer portal, users can access it all in one place. Editors can review and approve the automatically generated FAQs and monitor user feedback and usage metrics in real-time. Attached is a screenshot of SmartFAQs.



SearchAI SmartSynonyms:

As it crawls your content, SearchAI SmartSynonyms™ creates customized context for the search terms – expanding its results to include broader terms in addition to exact synonyms. It eliminates the most tedious, time-consuming part of the content process but gives your team of experts the final say.

Stop guessing about what the users are thinking. SearchAI SmartSynonyms combine user query and your organization’s content to deliver **predictive, contextual results**.

APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

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

Category 1 - AI Solutions		
Description	Add additional description if necessary:	Unit Price
1. a)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	SearchAI Hybrid Search - 1 Year Subscription - 10,000 Documents - Software is hosted/managed by the vendor on AWS - Includes 1 Production cluster setup.	\$ 24,000.00
1. b)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	SearchAI Single Server - 1-Year License Subscription - Software is hosted by customer onprem or private cloud - Includes 1 Production server license	\$ 25,000.00
1. c)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	SearchAI Hybrid Search + Chatbot - 1 Year Subscription - 10,000 Documents - Software is hosted/managed by the vendor on AWS - Includes 1 Production cluster setup.	\$ 36,000.00
1. d)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	SearchAI Hybrid Search + Chatbots + Agents - 1 Year Subscription - 10,000 Documents - Software is hosted/managed by the vendor on AWS - Includes 1 Production cluster setup.	\$ 48,000.00
1. e)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	SearchAI High Availability Cluster (3 Servers) - 1-Year License Subscription - Software is hosted by customer onprem or private cloud - Includes 1 Production cluster	\$ 75,000.00
1. f)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	SearchAI Dev Server for Non-Production Use - 1 Year Subscription	\$ 12,500.00
1. g)Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	Platinum Support - 1 Year Subscription Includes: 5 Support Contacts 24/7 Email Support Product Updates Unlimited Support Tickets Standard Build Searchable Data Encryption	\$ 48,000.00
2. Implementation and Customization Costs: <i>Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.</i>	SearchBlox provides professional services to accommodate these services at cost. (4 weeks)	\$ 40,000.00
3. Training and Support Costs: <i>Include costs for training government staff, technical support, and customer service, both during and after implementation.</i>	SearchAI Administrator Training - 2 Remote Instructor Sessions for upto 8 Participants	\$ 9,000.00
6. Total Cost of Ownership (TCO): <i>Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.</i>	Cost for 3 years for SearchAI Hybrid Search Fully Managed Service(Hosted Solution) Includes: Subscription Cost for 3 years, Implementation and Customization Cost for 1st year, Training Cost for 1st year.	\$ 121,000.00

Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	SearchBlox Software, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	Yes		
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The WoodlandsSugar 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	
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(Exhibit 3 continued on next page)

(Exhibit 3 continued)

	Nationwide Service Area Designation or Identification Form		
Proposing Firm Name:	SearchBlox Software, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all fifty (50) states		Will not service fifty (50) states
	Yes		
	If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.		
Item	State	Region/MSA/City (write “ALL” if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		

10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		
21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		

36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

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.

Timo Selvaraj
Signature of Authorized Person
Timo Selvaraj
Name of Authorized Person
SearchBlox Software, Inc.
Name of Company
May 5, 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.

Timo Selvaraj

Signature

Chief Product Officer

Title

SearchBlox Software, Inc.

Agency

May 5, 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.

Timo Selvaraj

Signature of Authorized Person

Timo Selvaraj

Name of Authorized Person

SearchBlox Software, Inc.

Name of Company

May 5, 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.

Timo Selvaraj

Signature of Authorized Person

Timo Selvaraj

Name of Authorized Person

SearchBlox Software, Inc.

Name of Company

May 5, 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.

Timo Selvaraj

Signature of Authorized Person

Timo Selvaraj

Name of Authorized Person

SearchBlox Software, Inc.

Name of Company

May 5, 2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

SearchBlox Software, Inc. _____, nor its principals
(Name of lower tier participant)
are presently:

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

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

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

EXCEPTIONS:

Timo Selvaraj

Signature of Certifying Official

Chief Product Officer

Title

May 5, 2025

Date of Certification

Form 1734

Rev.10-91

TPFS