

**ISSUING DEPARTMENT INPUT DOCUMENT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

☐ New    ☐ OTR    ☐ Sole Source    ☐ Bid Waiver    ☐ Emergency    Previous Contract/Project No.   
Contract  
☐ Re-Bid    ☐ Other –    LIVING WAGE APPLIES: ☐ YES    ☐ NO

Requisition No./Project No.     TERM OF CONTRACT  YEAR(S) WITH  YEAR(S) OTR

Requisition /Project Title:

Description:

Issuing Department:     Contact Person:     Phone:

Estimate Cost/Value:     GENERAL    FEDERAL    OTHER  
Funding Source:        

**ANALYSIS**

<b><u>Commodity Codes:</u></b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>		
<b>Contractor:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<b>Small Business Enterprise:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<b>Contract Value:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
<b>Comments:</b>	<input type="text"/>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO					

**RECOMMENDATIONS**

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Basis of Recommendation:</b> <input type="text"/>				
Signed: <input type="text"/>			Date sent to SBD: <input type="text"/>	
			Date returned to SPD: <input type="text"/>	

## APPENDIX A – SCOPE OF SERVICES

### 1. Scope of Services

The Contractor shall provide the Miami-Dade County Office of the Tax Collector with virtual assistance digital employee and related support services.

In order to reduce the volume of calls and extended wait times to better serve our taxpayers 24-hours a day, seven days a week, the County is looking to follow suit with what many tax collectors across the State of Florida are doing in terms of utilizing website built-in digital employees. The digital employee will be integrated within the County's Tax Collector website and will have the most commonly asked questions readily answered, automating back-office processes, ultimately allowing staff currently responsible for these functions to focus on other responsibilities, spend more time with customers who need assistance with more complex topics, and address the ever-increasing daily operational duties.

### 2. Goods and Services to be Provided

The Contractor shall ensure it provides the following services and that the CogBot will be capable of the below:

#### 2.1. Build the CogBot:

The Contractor will be responsible for building the digital employee (CogBot) using the latest virtual assistance technology from Google, Amazon, Microsoft, IBM, and open-source libraries to be embedded using a JavaScript on the header or footer of the website. The Contractor shall supply all the skills and technology at no additional cost to the County.

#### 2.2. Programming the CogBot:

The Contractor shall configure the CogBot to attend CogUniversity (the world's first university for machines). The Office of the Tax Collector shall provide subject matter experts to assist the Contractor to programming it by "grading homework". The CogBot shall be equipped to learn a variety of skills by enrolling in additional courses, and upon passing the required courses, it shall be ready for use.

#### 2.3. Deploy the CogUniversity "Campus":

This will be a virtual software environment that will allow the Office of the Tax Collector to collaborate with CogAbility's digital employee engineering services to integrate, monitor, optimize, and enhance the CogBot digital employee, as directed.

#### 2.4. Monitoring and Improving the CogBot:

The CogBot shall come with a custom dashboard that monitors its performance at work. The Contractor shall also provide a dedicated CogBot Advisor that will monitor the CogBot's performance and alert the Office of the Tax Collector if additional programming or enhancement is needed. The Contractor shall provide and deploy a new CogUniversity Miami-Dade County Campus. The CogUniversity Miami-Dade County Campus is a virtual software environment where the taxpayers will collaborate with CogAbility softwareengineers in the ongoing programming of the new CogBot Digital Employee.

**Commented [MM(1):** The AI solution will not estimate fees, since it will not be integrated with TaxSys. We need to remove this reference from all associated documents.

Our personnel does not do low-value work, we need to remove that as well.

Note on the last sentence: The functions that personnel will focus on once AI is implemented will not derive from the information gathered by AI. AI will not generate more work for our staff. Not sure if that was the intention of the sentence, but that is how it reads.

2.5. Clone the "Florida Tax Collector Quickstart Data Set" with hundreds of answers to the most common questions backed by thousands of lines of supporting virtual assistance programming data.

2.6. CogBot Initial and Ongoing Education:  
Assign a human CogBot Advisor that will provide initial and ongoing education and related support by through regularly scheduled online meetings with the assigned Office of the Tax Collector staff that works with the CogBot.

2.7. CogBot Support Services:  
Assigned human CogBot advisor shall provide support services on as-needed basis and shall be responsible for providing support through a live chat and a support ticketing system that is monitored by the Advisor and backed by a team of CogBot Developers and Software Engineers.

Commented [SK(2): Are there exceptions to the support services included?

Charges are not to include any sales, use, excise, or other tax imposed on the services or materials furnished by the Contractor.

### 3. Standard Sponsorship

As part of its Standard Sponsorship, the Contractor shall include in its scope of work as follows:

- 3.1. Three (3) CogUniversity seats
- 3.2. Capacity for up to 13,000 unique CogBot users/month
- 3.3. Capacity for up to 1,000 corpus documents
- 3.4. Florida Tax Collector Quickstart Data Set
- 3.5. Corpus copyediting service
- 3.6. Spanish and French Creole language support
- 3.7. Translation review service
- 3.8. Class Schedule:
  - \* Tax Collector Customer Service - TXC3100
  - \* Human Language Basics - HST101

Commented [MM(3): It should say "French Creole".

### 4. Hours of Service

All services shall be performed during normal business hours from 8:00 am to 5:00 pm Eastern Standard Time, excluding Saturday, Sunday, and holidays. Remedial or alternative maintenance during any other periods may be requested, either on a scheduled or hourly basis at the Contractor's most current rates, contingent upon agreement between the County and the Contractor.

### 5. Response Time

The Contractor shall respond to a County reported problem within a minimum of four (4) hours.

### 6. Customer Responsibilities

The County shall be responsible for the following:

- 6.1. The Office of the Tax Collector will designate subject matter experts to assist with the periodic programming and/or enhancement of the CogBot Digital Employee via CogUniversity (no virtual assistance experience necessary).
- 6.2. The County shall deploy the CogBot's web widget on the County's Tax Collector website by adding lines of JavaScript code to the header or footer to the site.
- 6.3. The Office of the Tax Collector will designate a contact to act as liaison between the Department and the Contractor.

Service required to be performed by the Contractor as a result of gross negligence, or other acts by the County's officers, employees, agents, representatives, independent contractors, or any other third party, including without limitation, failure of media communication not maintained by the Contractor; the County's failure to prepare and maintain its website in accordance with the applicable specifications; damage resulting from other than Contractor software; attachments or modification not supplied or approved by the Contractor; work performed on the software by other than Contractor-authorized personnel; and loss or damage from any external cause or due to fire or acts of God, or other casualty, shall all be at the expense of the County.

**Commented [MM(4):** It is being added to the Tax Collector's web site. Saying "County" implies it will be included in the County's site.

**Commented [SK(5):** Pulled this from ItemAge Software, but think it is fitting here, too. Thoughts?

## **APPENDIX B – COGABILITY TERMS OF USE**

### **1. Accounts**

The County may be required to create an account and specify a password in order to use certain services or features on the Sites. To create an account, the user must be at least 18 years old and must provide truthful and accurate information about themselves. If any information changes at any time, the account must be updated to reflect those changes.

In some cases, an account may be assigned to the user by an administrator, such as your employer or educational institution. If you are using or logging into an account assigned to you by an administrator, additional terms may apply to County use of the Sites. Moreover, the administrator may be able to access or disable the user's account without their involvement.

The account may not be shared with anyone else. The password must be kept confidential and should not be used on other websites. If it is believed that the County account has been compromised at any time, a system administrator must be notified.

The personal information (such as name, company information, photos etc.) that may be collected during the course of registering for or logging into may be used or shared with CogAbility or their agents for the purpose of improving the quality of their services.

A first name and last name may be displayed on the County account, which is visible to other Site users. The account is for County use only and cannot be shared or used by anyone else. The user is solely responsible for maintaining the confidentiality of the username and password utilized and is entirely responsible for any and all activities under the County account. The County will notify CogAbility immediately of any unauthorized use or any other breach of security involving the County username and password or account. CogAbility will not be liable for any loss incurred as a result of unauthorized use of a username/password or account.

All tuition and fee agreements will auto-renew if notice of cancellation is not received at least 30 days prior to the expiration date.

### **2. Updates, Enhancements, and Termination**

On occasion, CogAbility may provide the client with documentation and materials (hereafter "Information"), including but not limited to, technical documentation, source code, and guidance, to enable a client to make enhancements, additions, or modifications (hereafter "Changes") to CogUniversity. The County does not have the right to make any such Changes without written permission from CogAbility. The County will not distribute this Information to any third-party and agrees to treat the Information as confidential in perpetuity.

If such permission is granted, then CogAbility will retain all rights to all materials related to the Change. CogAbility may grant the client the right to use the modifications under the same terms and conditions described herein. But in all cases, CogAbility will have the royalty-free rights to include, distribute, sell, and create derivative works, at its sole discretion, the Changes developed by the County without limitation.

**Commented [SK(6)]:** CAO should review as this comes from the vendor's terms of use. Several points that should be reviewed and negotiated or removed.

CogAbility may update their Sites at any time, with or without notice to the County. For example, we may add or remove functionality or features, and we may suspend or stop a particular feature altogether. Upon mutual agreement between the County and CogAbility, CogAbility reserves the right to charge a fee for any additional features. If the County does not like any changes, the County can stop using CogAbility's Sites at any time. If underlying costs of providing services increase demonstrably, then by mutual agreement between CogAbility and the County, the County's subscription may be terminated with 90 days' notice to allow transition for an alternative solution, and CogAbility shall refund the pro rata fee for the remaining subscription period."

**Commented [SK(7)]:** I think this should be a bilateral agreement rather than a unilateral one.

### 3. Client Content

CogAbility may provide opportunities for the County to generate or upload text, photographs, videos, or other content (collectively, "Client Content") on the Sites. The County can only include Client Content if it owns all the rights to that Client Content, or if another rights holder has given you permission.

The County will not transfer ownership of Client Content simply by creating it or uploading it at the Sites. However, by creating or uploading Content to the Sites, the County grants CogAbility, their agents, licensees, and assigns an irrevocable, non-exclusive, royalty-free, perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, de-identify, adapt, modify, create derivative works of, exhibit, and otherwise use your Content to improve our offerings. Please note that this license continues even if the County stops using CogAbility's Sites.

You agree to indemnify, release, and hold us harmless from any all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any Client Content you post.

**Commented [SK(8)]:** Would like CAO opinion here

Keep in mind that if the County sends CogAbility any information, ideas, suggestions, or other communications, those communications will not be confidential. Moreover, unless CogAbility tells the County otherwise, CogAbility reserves the right to reproduce, use, disclose, and distribute such communications without any obligation to the County.

**Commented [SK(9)]:** Disagree. This offers no protection to the County.

### 4. CogAbility Content

CogAbility may from time to time provide content including but not limited to text, HTML, programming code, photographs, videos, audio, Quickstart corpora, associated virtual assistance programming data sets and any derivative works resulting from modifications (e.g. additions, modifications, deletions to the provided content) to the CogAbility Content, or other content (collectively, "CogAbility Content"). CogAbility will retain all rights during the full term of copyright and all extensions there, full and exclusive rights comprised in the copyright in any CogAbility Content provided to the client by CogAbility including but not limited to Quickstart corpora and associated programming data sets and any derivative works resulting from modifications (e.g. additions, modifications, deletions to the provided content) to the CogAbility Content. This includes but is not limited to the right, by itself or with others, throughout the world, to publish, republish, and distribute the work and to prepare, publish, and distribute derivative works based thereon, in English and in other languages, in all media of expression now known or later developed, and to license or permit others to do so.

## 5. License

The County's content will remain the County's, which means that the County retains any intellectual property rights that it has in its content. For example, the County has intellectual property rights in the creative content it makes, such as answers to questions it writes or ranks.

CogAbility requires permission if the County's intellectual property rights restrict CogAbility's use of County content. The County provides CogAbility with that permission through this license.

### 5.1 What's covered:

This license covers County content if that content is protected by intellectual property rights.

### 5.2 Scope of the License:

- Worldwide means it's valid anywhere in the world.
- Royalty-free means there are no monetary fees for this license.

### 5.3 This license allows CogAbility to:

- Host, reproduce, distribute, communicate, and use Client Content — for example, to save County content on CogAbility systems.
- Modify and create derivative works based on Client Content, such as reformatting, updating, improving, or translating it.
- Sublicense these rights to:
  - a) other users to allow the services to work as designed, such as enabling the County to share photos with people it chooses.
  - b) our contractors who have signed agreements with CogAbility that are consistent with these terms, only for the limited purposes described in the Purpose section below.

### 5.4 Purpose

- This license is for the limited purpose of operating and improving the services, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
  - a) for spam, malware, and illegal content
  - b) to recognize patterns in data
  - c) to customize our services for the County, such as providing recommendations and personalized search results, content, and ads (which the County can change or turn off in Ads Settings)
- This analysis occurs as the content is sent, received, and when it is stored.
- Developing new technologies and services for CogAbility consistent with these terms.

### 5.5 Duration

- This license lasts for as long as County content is protected by intellectual property rights.

#### **Commented [SK(10)]:** CAO:

How does this impact us? What about non protected intellectual property rights? Should have CAO review this just in case.

## 6. Content Posted by Others

We are not responsible for, and do not endorse, Content posted by any other person. Accordingly, we may not be held liable, directly or indirectly, for any loss or damage caused to you in connection with any Content posted by another member.

**Commented [SK(11):** CAO opinion

## 7. County Use of the Sites

The County shall not use the Sites in a way that violates any laws, infringes on anyone's rights, is offensive, or interferes with the Sites or any features on the Sites (including any technological measures we employ to enforce these Terms).

**Commented [SK(12):** Would like to confirm that this is intended towards our County Website.

But if CogAbility determines that the County has acted inappropriately, CogAbility reserves the right to take down Content, terminate the County's account, prohibit the County from using the Sites, and take appropriate legal actions.

**Commented [SK(13):** CAO opinion

Using our Site does not give the County ownership of any intellectual property rights to the content the County accesses. The County may not use content from CogAbility's Sites unless the County obtains permission from CogAbility or its owner, or unless the County is otherwise permitted by law.

When the County uses a Site or send communications to CogAbility through a Site, the County is communicating with CogAbility electronically. The County consents to receive electronically any communications related to its use of a Site. We may communicate with you by email or by posting notices on the Site. The County agrees that all agreements, notices, disclosures and other communications that are provided to the County electronically satisfy any legal requirement that such communications be in writing. All notices from CogAbility intended for receipt by the County shall be deemed delivered and effective when sent to the email address provided to CogAbility. Please note that by submitting Content, creating a user account or otherwise providing us with a County email address, postal address or phone number, the County is agreeing that CogAbility or its agents may contact the County at that address or number.

## 8. Privacy

At CogAbility, the importance of protecting personal information is recognized and CogAbility is committed to processing such information responsibly and in compliance with applicable data protection laws in all countries in which CogAbility operates including HIPAA. CogAbility will also protect any proprietary information the County identifies as such and provides to CogAbility.

**Commented [SK(14):** I feel like this contradicts their paragraph 3 about communications not being confidential, but if there is personal information relayed in an email it goes against this here...

## 9. Rendition of Services

The timing, method, and process of rendering the Initial Services and the Additional Services (collectively being the "Services") shall be at the reasonable discretion of CogAbility. Completion of the Services shall be subject to the Client's timely fulfillment of its obligations hereunder. The County acknowledges that CogAbility's business includes providing services that are similar to, or the same as, the Services to third parties, and nothing herein shall create an exclusive relationship between the parties, limit CogAbility's ability to provide services of any type or nature or use the methods, tools, plans, arrangements, strategies, processes, software, algorithms, hardware, or other developed materials.



Developed Materials means tangible results (including but not limited to concepts, documents, procedures, and best practices) of professional services performed for one or more Clients.

#### 10. Social Networks

The Service may include features that operate in conjunction with certain third-party social networking websites that you visit such as Slack, Facebook, Instagram, YouTube, Vimeo, and Twitter ("Social Network Features"). While your use of the Social Network Features is governed by these Terms, your access and use of third-party social networking sites and the services provided through the Services is governed by the terms of service and other agreements posted on these sites. You are responsible for ensuring that your use of those sites complies with any applicable terms of service or other agreements.

#### 11. CogAbility Warranties and Disclaimers

CogAbility provides its Services using a commercially reasonable level of care and promise to do our best to make sure the County enjoys the Services. But there are certain things that CogAbility does not promise about their Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NEITHER COGABILITY, INC. NOR ITS AGENTS OR SERVICE PROVIDERS (THE "SERVICES ENTITIES") MAKE ANY SPECIFIC PROMISES ABOUT THE SITES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SITES, THE SPECIFIC FUNCTION OF THE SITES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SITES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

#### 12. Liability for our Services

EXCEPT WHERE PROHIBITED, THE SERVICES ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITES OR ANY THIRD PARTY'S USE OF THE SITES. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, COMPUTER FAILURE, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY, EVEN IF THE SERVICES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

#### 13. Additional Details

CogAbility may modify these Terms at any time, therefore, the County shall be sure to check back regularly. By continuing to use or log in to a Site after these Terms have changed, the County indicates its agreement to the revised Terms.

The Sites may contain links to third-party websites. That doesn't mean that we control or endorse those websites, or any goods or services sold on those websites. Similarly, the

**Commented [SK(15):** Not sure about this language...there is no guarantee then the script will work? Contradictory to the services sought.

**Commented [SK(16):** Will obtain clarification to determine if this references County sites or vendor sites, as we are not obtaining vendor sites. TBD.

**Commented [SK(17):** CAO opinion

**Commented [SK(18):** This whole appendix should be reviewed by the CAO as the bulk of this section comes from the vendor's terms of use.

**Commented [SK(19):** Our contract should supersede this. Is it customary in IT to give express ultimatums indicating that by logging in we are agreeing to the terms of use/service? Is there an "out" if we do not agree with changes? Is this negotiable?

Sites may contain ads from third parties. We do not control or endorse any products being advertised.

If the County does not comply with these Terms, and CogAbility does not take action right away, this does not mean CogAbility is okay with what the County did, or that CogAbility is giving up any rights that we may have (such as taking action in the future).

**Commented [SK(20):** Can we remove? This doesn't flow with the intention of this provision.

These Terms are governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws rules. The County expressly agrees that the exclusive jurisdiction for any claim or dispute under these Terms and/or County use of the Services resides in the Courts of Miami-Dade County, and you further expressly agree to submit to the personal jurisdiction of such court for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

CogAbility accepts and responds to any requests such as disclosure, correction, addition, or deletion and veto of use or provision of personal information (the "Disclosure Requests") from the person who provided his/her personal information.

## APPENDIX C- PRICING

Standard Sponsorship Option				
<u>Scope of Option:</u> <ul style="list-style-type: none"> <li>- Three (3) CogUniversity seats for the appropriate Office of the Tax Collector staff to attend</li> <li>- Capacity for up to 13,000 unique CogBot users/month</li> <li>- Capacity for up to 1,000 corpus documents</li> <li>- Florida Tax Collector Quickstart AI Data Set</li> <li>- Corpus copyediting service</li> <li>- Spanish and Haitian-Creole language support</li> <li>- Translation review service</li> </ul>				
<u>Class Schedule:</u> <ul style="list-style-type: none"> <li>- Tax Collector Customer Service - TXC3100</li> <li>- Human Language Basics - HST101</li> </ul>				

Item	QTY.	Discount Applicable (%)	Price per Month	Extended Price for 24 mos. (discount applied)
<b>CogBot</b>				
CogBot Digital Employee	1	5%	\$1,000.00	\$22,800.00
CogBot one-time setup fee	1	100%	\$525.00	\$0.00
<b>Users</b>				
Up to 1,000 unique users or unique user sessions per month Up to 10,000 messages each month	1	0%	Included	\$0.00
Additional 1,000 unique CogBot users or unique user sessions each month	13	35%	\$395.00	\$80,106.00
<b>Application, Web Widget, Speech to Text</b>				
Provides an application programming interface (API) for accessing your CogBot programmatically	1	0%	Included	\$0.00
Web widget for interacting with your CogBot on a website	1	0%	Included	\$0.00
Speech to text and text to speech capability allows your CogBot to hear and speak	1	0%	Included	\$0.00
<b>CogUniversity</b>				
CogUniversity classroom for teaching natural language processing courses	1	5%	\$995.00	\$22,686.00
Classroom one-time setup fee	1	100%	\$425.00	\$0.00
Basic NLP corpus up to 1,000 corpus documents and 1 GB of storage/rate limits apply	1	0%	Included	\$0.00
Up to 3 CogUniversity Faculty Seats	1	0%	Included	\$0.00
Robust corpus of answers and supporting programming data for the CogUniversity Course: "Tax Collector Customer Service - TXC3100"	1	0%	\$0.00	\$0.00
<b>Copy Editing</b>				
Corpus copy editing service	1	5%	\$175.00	\$3,990.00
One-time setup fee for establishing the US English copy editing service	1	100%	\$495.00	\$0.00
Four hours/month corpus copy editing (US English)	1	0%	Included	\$0.00
<b>Language and Translation</b>				

Additional language w/AutoTranslate (up to 250,000 characters/month which is about 1,000 typical corpus answers)	2	0%	\$195.00	\$9,360.00
One-time setup fee for one additional language	2	100%	\$495.00	\$0.00
Language w/AutoTranslate (up to 250,000 characters/month which is about 1,000 typical corpus answers)	2	0%	0.00	\$0.00
Corpus translation review service	2	0%	200.00	\$9,600.00
One-time setup fee for establishing the translation review service for one language	2	100%	495.00	\$0.00
Two hours/month corpus translation review	2	0%	Included	\$0.00
<b>Total</b>			<b>\$148,542.00</b>	

*Note: Fees are referred to as "Tuition" as a result of the CogBot having to be programmed to attend CogUniversity in order to be deployed in proper working order and standards.*