

# **TXShare**

## **Your Public Sector Solutions Center**

### **MASTER SERVICES AGREEMENT Artificial Intelligence (AI) Language Translation, Transcription, and Quality Control Services**

**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

**Invictus Apps Inc, dba Prepared  
575 Lexington Ave, FL 14  
New York, NY 10022**

### **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) Language Translation, Transcription, and Quality Control Services** (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 # (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 The Contractor may expand its designated service area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated service area(s). NCTCOG reserves the right to publish or update service area information for public awareness and contract administration purposes.

2.5 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.

## 2.6 NCTCOG Obligations

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

## 2.7 Participating Entity Obligations.

2.7.1 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.

2.7.2 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.

## 2.8 Contractor Obligations.

2.8.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #.

2.8.2 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.

2.8.3 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 **September 30, 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 **September 30, 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 SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

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

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

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However,

each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.

- 5.2 Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG 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: Elisa Littrell - Purchasing Agent  
Phone Number: 817-704-5674  
[elittrell@nctcog.org](mailto:elittrell@nctcog.org)

If to Contractor: Invictus Apps Inc, dba Prepared  
228 Park Ave S, PMB 577877  
New York, NY 10003-1502  
Attn: Kisty Fairchild  
Phone: 214-250-2235  
[k.fairchild@prepared911.com](mailto:k.fairchild@prepared911.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 appendices/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.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**

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

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

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

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

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

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

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

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

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

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

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

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

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

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

**10.15 House Bill 89 Certification**

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

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**10.16 Certification Regarding Disclosure of Conflict of Interest.**

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

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

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

contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

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

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

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

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

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

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

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

**10.17 Certification of Fair Business Practices**

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

**10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

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

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

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor has certified its compliance with the requirements of Section 889 of the National Defense Authorization Act (NDAA) through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. 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 has certified its compliance with applicable laws regarding non-discrimination against firearms entities or firearms trade associations through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. 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 has certified its compliance with applicable laws regarding the prohibition of boycotting certain energy companies through execution of the “Boycotting of Certain Energy Companies Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. 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 Termination for Convenience**

The Contractor 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 vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

**10.24 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.

**10.25 Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its

subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

10.26 **Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

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

Invictus Apps Inc, dba Prepared

Signed by:

Kisty Fairchild

EB81724202E748F...

10/21/2025

SignatureDate

Kisty Fairchild

Printed Name

Account Executive

Title

North Central Texas Council of Governments

Signed by:

Todd Little

349D83294E7948E...

10/21/2025

SignatureDate

Todd Little

Executive Director

## **APPENDIX A**

### **Statement of Work**

This project engages providers capable of delivering services that support the needs of TXShare entities in the areas of Artificial Intelligence (AI) Language Translation, Transcription, and Quality Control for 9-1-1 operations.

The service categories under this agreement include both those explicitly identified by TXShare and those proposed by the respondent in their technical proposal which is incorporated herein and made a part of this statement of work.

The Service Categories are as follows:

- ☒ **Service Category #1: Artificial Intelligence (AI) Language Translation for 9-1-1**
- ☒ **Service Category #2: Artificial Intelligence (AI) Language Transcription for 9-1-1**
- ☒ **Service Category #3: Artificial Intelligence (AI) Quality Control for 9-1-1**
- ☒ **Service Category #4: Any additional 911 AI services not explicitly referenced by this RFP**

## RESPONSE TO RFP # 2025-093

ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1

## TECHNICAL PROPOSAL

### Response to Service Categories 1–4: AI-Powered Language Translation, Transcription, Quality Control & Additional 9-1-1 AI Services

Prepared is pleased to submit this proposal in response to the NCTCOG RFP #2025-093 to provide advanced, AI-powered solutions for 9-1-1 emergency communications. Our platform supports all four core categories of service outlined in this solicitation within our Assistive Call Taking (ACT) and Automated Quality Assurance (AQA) modules as follows:

1. **AI Language Translation for 9-1-1**
2. **AI Language Transcription for 9-1-1**
3. **AI Quality Control for 9-1-1**
4. **Additional 9-1-1 AI Services**

### Service Category 1: AI Language Translation for 9-1-1

Prepared's Assistive Call-Taking (ACT) solution includes robust real-time bi-directional voice and text translation capabilities:

- **Real-Time Audio & Text Translation:** ACT detects spoken and text languages automatically and enables two-way translation via both voice and text, supporting seamless communication in high-stakes 9-1-1 interactions.
- **Multilingual Coverage:** ACT supports 30+ spoken languages and 200+ text-based languages including Spanish, Vietnamese, Mandarin, Russian, Hindi, and Korean, exceeding the minimum language requirement.
- **Operational Flexibility:** Works across primary, secondary, and backup ECCs, regardless of origination or transfer.
- **Canned Messaging:** Allows for pre-translated, pre-configured outbound messages.
- **Resilience & Logging:** Translated conversations are logged and made available in real-time with secured access controls.

## RESPONSE TO RFP # 2025-093

ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1

- **AI Improvements:** Our models improve over time using structured customer feedback, preferred glossaries, and a translation memory engine.

**Service Category 2: AI Language Transcription for 9-1-1**

Prepared's ACT transcription capabilities exceed industry standards:

- **Live and Post-Call Transcription:** 100% coverage of live and recorded calls, timestamped and searchable.
- **Keyword Tagging:** Automatically flags terms such as "gun," "drowning," and "unconscious" to assist in triaging and prioritization.
- **Court-Admissible Records:** All transcripts meet standards for admissibility and audit integrity.
- **Multilingual Transcription:** Includes automatic translation to English for non-English audio.

**Service Category 3: AI Quality Control for 9-1-1**

Prepared's Automated Quality Assurance (AQA) tool streamlines QA via AI and NLP:

- **Performance Metrics:** Evaluates response time, adherence to protocol, tone, empathy, and more.
- **Anomaly Detection:** Flags high-risk scenarios including deviations from SOPs or incomplete call data.
- **Sentiment Analysis:** Detects stress, escalation, and emotional cues from both callers and telecommunicators.
- **Dashboards & Reporting:** Interactive dashboards provide real-time insights, trends, and KPI reports.

**Service Category 4: Additional AI Services**

Prepared offers unique AI-powered features not explicitly mentioned in the RFP:

## RESPONSE TO RFP # 2025-093

ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1

- **Real-Time Acoustic Keyword Detection:** Identifies critical events via transcript analysis and keyword flagging.
- **AI Call Summarization:** Produces actionable summaries for rapid dispatch and reporting.
- **Multimodal Media Handling:** Enables handling of SMS, MMS, photos, and live video.
- **Advanced, real-time mapping capabilities** purpose-built for emergency response. The map provides an interactive, dynamic view of ongoing incidents, caller locations, spoken location and situational media—such as live video feeds, text sessions, and shared multimedia—anchored to precise geographic coordinates.

## Compliance with General Requirements

Prepared affirms compliance with Sections 5.1–5.6 and offers the following highlights:

- **Service Availability:** All services are available 24/7/365.
- **Security & Compliance:** Fully CJIS, HIPAA, and SOC 2 compliant. Uses AES-256 encryption and FedRAMP cloud hosting.
- **Disaster Recovery:** Includes DR plans and quarterly independent security audits.
- **Rapid Deployment:** Browser-based, mobile, and on-prem access with <3 second connection times.
- **Infrastructure:** No hardware required; cloud-native architecture ensures <0.001% outage (99.999% uptime).
- **Integration:** Compatible with major CADs (Hexagon, CentralSquare), RapidSOS, Flock Safety, CHEs, and TCCs.

## VALUE-ADDED CAPABILITIES & SERVICES

Prepared provides a robust, fully integrated platform designed to support the entire 911 call-to-service continuum—from initial call intake through dispatch, response coordination, and supervisory oversight. Rather than functioning as a collection of isolated modules for individual roles (call takers, dispatchers, supervisors), Prepared delivers a cohesive solution that enhances situational awareness, collaboration, and operational efficiency across all stages of emergency

## RESPONSE TO RFP # 2025-093

ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1

communication and response. The platform is purpose-built to unify workflows, reduce handoff friction, and ensure continuity throughout the entire lifecycle of emergency incidents.

Capabilities beyond the requirements within this RFP include:

**◆ Assistive Dispatch**

Prepared's Assistive Dispatch module leverages AI to enhance CAD workflows, reducing dispatcher cognitive load and improving incident handling accuracy:

- **Intelligent Summarization:** Automatically generates CAD-ready call summaries with structured data extraction.
- **Dispatch Pre-fill:** Suggests priority codes, incident types, and recommended units based on call content.
- **Seamless CAD Integration:** Supports major CAD platforms (Hexagon, CentralSquare, RapidDeploy) via open APIs.
- **Reduced Time-to-Dispatch:** Cuts average call-to-dispatch time by 10–30%, especially in high-volume scenarios.

**◆ Automated Non-Emergency Triage**

Prepared supports automated triage of non-emergency and administrative calls, allowing ECCs to focus resources where they're needed most:

- **Voice Bot Agent:** Intercepts low-priority or misrouted 911 calls and gathers initial information via AI before routing.
- **Smart Routing:** Classifies and forwards inquiries to the correct department (e.g., animal control, utilities, non-emergency police).
- **Bot Agent Customization:** ANET AI bot can be tailored to match agency protocols and terminology for contextually accurate support.
- **Call Volume Reduction:** Agencies report up to 15–20% reduction in non-emergency load within 90 days.
- **Instant Scalability:** Handles surges of non-emergency calls simultaneously—no hold time even for 100+ concurrent calls.

## RESPONSE TO RFP # 2025-093

ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1**◆ Integrated Analytics for PSAP Operational Excellence**

Prepared empowers PSAPs with a comprehensive analytics suite designed to enhance transparency, operational insight, and strategic planning:

- **Real-Time Dashboards:** Visualize metrics such as call volumes, dispatch times, agent availability, and outcomes.
- **Performance Benchmarking:** Track performance over time and compare with national or historical benchmarks.
- **Call Review & QA:** Supervisors can access call logs, transcripts, and summaries to drive QA and coaching workflows.
- **Workforce Optimization:** Staffing insights aligned with peak hours and incident trends support smarter shift planning.
- **Grant & Policy Reporting:** One-click generation of structured reports for compliance, grants, and audits.

By embedding analytics into daily operations, Prepared gives PSAP leaders the tools to continuously monitor performance, adjust workflows, and build a culture of accountability—all without relying on external systems or manual data handling.

**Product Roadmap Preview – Vision** *\*\*(Prepared's Roadmap is Proprietary Information)\*\**

Prepared is rapidly expanding its platform to deliver a fully unified, AI-powered 911 solution—supporting call-taking, dispatch, quality assurance, and supervisory oversight in one cohesive system. In the next 12 months, we are launching mission-critical enhancements including integrated call-handling (CHE); advanced telephony features, AI-driven triage, logging and dispatch tools; real-time transcription across radio and phone channels, and dynamic mapping with situational overlays.

Our development is informed by deep collaboration with PSAP design partners to ensure practical impact. Features like automated QA, dashboard analytics, radio transcription, language translation, and CAD integrations are already rolling out in production environments. And, here is a quick preview of what's on the horizon for our 2025-2026 roadmap:



◆ **Call Handling (CHE)**

Prepared’s CHE is a unified call-handling platform that integrates directly with CAD and QA systems to streamline the entire 911 workflow—from answering the call to dispatch and review. By collapsing the traditional boundaries between systems, CHE maintains full call context across stages, enabling consistent, real-time data flow. It supports features like call controls, routing, telephony integration, and audio handling while laying the foundation for advanced capabilities such as automated transcription, incident tagging, and intelligent dispatch support. Designed as the primary entry point for 911 calls, CHE acts as the delivery layer for Prepared’s full suite of assistive tools.

◆ **Logger**

Prepared’s upcoming logging recorder delivers essential call and radio capture with modern usability, enabling synced playback across sources for fast incident review and QA. It consolidates core workflows—recording, transcription, redaction—into a single platform, reducing vendor sprawl and training overhead. By simplifying implementation, supporting built-in redaction and sharing, and bundling with other Prepared tools, it offers a faster, more cost-effective path to mission-critical recording.

**Diagram 1: Existing & Future Product Landscape**

| Product                        | General Availability | Product Description                                                                                                                                                                                                         |
|--------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assistive Call-Taking          | Yes                  | Real-time transcription & translation of transcripts, AI Insights, inbound & outbound text and media, Text-to-Voice, EED+ELS, GPS Links, & spoken location capture, and keyword alerts & incident flagging for Supervisors. |
| Automated Quality Assurance    | Yes                  | Real-time and post-call QA with baseline protocol checks for 100% of calls, automatic incident classification, and custom filtering for call analytics & performance insights.                                              |
| Assistive Dispatch             | Yes                  | Includes real-time radio transcription, talk group & alias filtering, and keyword search.                                                                                                                                   |
| Automated Non-Emergency Triage | Yes                  | AI voice bot includes dynamic & conversational AI, real-time 10-digit line call triage & transcription, and automated SMS follow-up.                                                                                        |
| Analytics                      | Yes                  | Dashboards and filterable call detail reports for                                                                                                                                                                           |



|        |         |                                                                                                                                                                                 |
|--------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |         | QA, staffing, and performance tracking.                                                                                                                                         |
| Logger | Q4 2025 | Call and radio recording with synced playback, redaction, downloads, filtering, and timeline-based review for QA and legal workflows.                                           |
| CHE    | Q3 2026 | Core 911 telephony platform with call answering, distribution, routing, and integration into ACT, CAD, and QA systems—enabling full control over the end-to-end call lifecycle. |

Implementation Process

Prepared will implement its Assistive Call-Taking (ACT) and Automated Quality Assurance (AQA) solutions in accordance with the following phases:

Diagram 2: Implementation Overview (ACT / AQA)

|                         |                                                                                                                                                                                                                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Phase 1: Planning       | Kickoff meeting to introduce stakeholders, define project milestones & timelines, and assess agency workflows.                                                                                                     |
| Phase 2: Implementation | Configure and deploy the Prepared Listener Application (virtual or on-prem).<br><br>Integrate with PSAP systems (CPE, CAD, etc.).<br><br>Activate transcription, translation, QA, and call summarization features. |
| Phase 3: Training       | Virtual and/or onsite training for telecommunicators, supervisors, and administrators.<br><br>Training includes real-time demos, documentation, and recordings for future use.                                     |

RESPONSE TO RFP # 2025-093  
ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1



|                            |                                                                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase 4: Deployment</b> | Final validation testing.<br><br>Go-Live support and transition to Customer Success for Post-launch assistance, support, and additional training as needed. |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Maintenance & Support:**

- Included for the duration of the agreement (minimum 1 year).
- 24/7 emergency support.
- Support channels: email, ticket system, and in-app bug reporting.

RESPONSE TO RFP # 2025-093

ARTIFICIAL INTELLIGENCE (AI) LANGUAGE TRANSLATION,  
TRANSCRIPTION, AND QUALITY CONTROL FOR 9-1-1

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# ATTACHMENT A: COMPLIANCE MATRIX

**ATTACHMENT A  
COMPLIANCE MATRIX**

| Section Identifier | REQUIREMENT                                                                                                                                                                        | SELECT COMPLIES, COMPLIES WITHIN 6 MONTHS AND DOES NOT COMPLY | RESPONSE NARRATIVE<br><br>Note- If selecting “Complies within 6 months,” include clear timeline including features roadmap and engineering assessment here. |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.1                | GENERAL REQUIREMENTS                                                                                                                                                               |                                                               |                                                                                                                                                             |
| a.                 | <b>Certifications:</b><br>List current certifications such as ISO 17100, ISO 9001. Documentation should be available upon request.                                                 | Complies                                                      | Prepared is SOC-2, HIPAA, and CJIS compliant                                                                                                                |
| b.                 | <b>Interpreter Training:</b><br>Ensure that language translation interpreters have received training specific to 9-1-1 call handling or possess similar call processing knowledge. | Complies                                                      | As part of this response, Prepared has included training. Prepared’s AI-powered voice translation service is specific to 911 calls.                         |
| c.                 | <b>Access to Interpreters:</b><br>Provide assurance of direct access to language translation interpreters without requiring unique pin codes.                                      | Complies                                                      | Prepared provides direct access to interpreters without a unique pin.                                                                                       |
| d.                 | <b>Service Availability:</b><br>Confirm the availability of services 24/7/365 to ensure continuous support.                                                                        | Complies                                                      | All services are hosted on high-availability infrastructure ensuring 24/7/365 operation.                                                                    |

**ATTACHMENT A  
COMPLIANCE MATRIX**

|            |                                                                                                                                                                                                                                                                             |          |                                                                                                                                                                                                                                                                                                  |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>e.</b>  | <b>List of Services:</b><br>Specify the range of services your company can provide. Note that not all services need to be provided by a single vendor; multiple providers may be awarded under the TX Share cooperative.                                                    | Complies | Prepared is responding to all 4 service categories in section 5.0, while also providing insight into additional services and roadmap insight on future services.                                                                                                                                 |
| <b>f.</b>  | <b>Architectural Diagram and Scalability:</b><br>Include an architectural diagram illustrating your solution and describe its scalability. Responses can include one or more models or solutions.                                                                           | Complies | See Attachment A1 for architectural diagram.                                                                                                                                                                                                                                                     |
| <b>g.</b>  | <b>Implementation and Configuration Capabilities:</b><br>Detail the implementation, integration, and configuration capabilities available to the Customer. Clarify if software installation and configuration are exclusive to your company and explain why, if applicable. | Complies | Integration, configuration is all handled in-house for Prepared implementation.                                                                                                                                                                                                                  |
| <b>h.</b>  | <b>Impact Mitigation:</b><br>Assure that any loss of connectivity or failure in translation or transcription services will not affect call-taking functionality.                                                                                                            | Complies | Loss of service of transcription/translation functionality will not affect the ability of call takers to receive calls.                                                                                                                                                                          |
| <b>5.2</b> | <b>LANGUAGE SUPPORT</b>                                                                                                                                                                                                                                                     | Complies |                                                                                                                                                                                                                                                                                                  |
| <b>i.</b>  | Provide a comprehensive list of languages supported (minimum of five) by your application and list them by the relative feature. Include your company's roadmap of languages that will be supported in the future.                                                          | Complies | <b>Inbound speech to text:</b><br>English, Spanish, Mandarin, Danish, Dutch, French, German, Hindi, Indonesian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Swedish, Tamil, Turkish, Bulgarian, Catalan, Czech, Greek, Estonian, Finnish, Hungarian, Lithuanian, Latvian, |

**ATTACHMENT A  
COMPLIANCE MATRIX**

|            |                                                                                                                                                                                                              |          |                                                                                                                                                                                                                                                                                                                                                                             |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                                                                                                                                                                                              |          | <p>Malay, Romanian, Slovak, Thai, Vietnamese</p> <p><b>Outbound text to speech:</b><br/>Catalan, Chinese (Cantonese), Chinese (Mandarin, Czech Danish, Dutch, English Finnish, French German, Hindi, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish.</p> <p>Text message translation is supported in over 200 languages.</p> |
| <b>5.3</b> | <b>SERVICE CATEGORY #1: TRANSLATION SERVICES FOR 9-1-1</b>                                                                                                                                                   |          |                                                                                                                                                                                                                                                                                                                                                                             |
| <b>j.</b>  | <p><b>Real-time Audio Translation:</b><br/>Provide capabilities for real-time audio translation during live 9-1-1 calls.</p>                                                                                 | Complies | Real-time audio translation is available for all supported languages.                                                                                                                                                                                                                                                                                                       |
| <b>k.</b>  | <p><b>Text Message Translation:</b><br/>Ensure text message translation for text-to-911 platforms or over-the-top (OTT) text-to-911 and text-from-911.</p>                                                   | Complies | Text message translation is supported in over 200 languages.                                                                                                                                                                                                                                                                                                                |
| <b>l.</b>  | <p><b>Operational Flexibility:</b><br/>Ensure that audio and text translation operates seamlessly across all ECCs (primary, secondary, backup), regardless of the call/text's origin or transfer points.</p> | Complies | Audio and text translation operate seamlessly across all ECCs (primary, secondary, backup), regardless of the call/text's origin or transfer points.                                                                                                                                                                                                                        |
| <b>m.</b>  | <p><b>AI Language Detection:</b><br/>Demonstrate AI language detection capabilities to expedite access to language translations.</p>                                                                         | Complies | Language is auto-detected from caller audio using a trained LLM classifier.                                                                                                                                                                                                                                                                                                 |

### ATTACHMENT A COMPLIANCE MATRIX

|           |                                                                                                                                                                                                                                                      |          |                                                                                                                                                                                              |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                                                                      |          |                                                                                                                                                                                              |
| <b>n.</b> | <b>AI Voice Translation:</b><br>Provide AI voice translation capabilities between 9-1-1 call takers and 9-1-1 callers.                                                                                                                               | Complies | AI voice translation is supported for the languages listed in 5.2.i                                                                                                                          |
| <b>o.</b> | <b>Turnaround Time for Document Translation:</b><br>Specify the turnaround time for non-emergency document translation (e.g., incident reports, public notices).                                                                                     | Complies | Prepared allows for download an immediately available summary report (including translated transcripts) for every non-emergency or emergency call.                                           |
| <b>p.</b> | <b>Bi-Directional Translation:</b><br>Ensure all translation is bi-directional; translations of incoming audio/text must be into English for Customer's telecommunicators, and responses must be translated back into the original foreign language. | Complies | Bi-directional translation is supported for all supported languages listed in 5.2.i                                                                                                          |
| <b>q.</b> | <b>Logging and Accessibility:</b><br>Log all translated conversations and make them available to Customer in real or near-real-time.                                                                                                                 | Complies | All transcribed calls and text messages are available in real-time to be accessed, depending on the center's configurable retention policy.                                                  |
| <b>r.</b> | <b>Secure Connectivity:</b><br>Ensure connectivity to the translation service is diverse, secure, and actively monitored for security threats.                                                                                                       | Complies | All connections to language services are encrypted with TLS and only CJIS-compliant providers are leveraged. All data is securely stored within Prepared's internal AWS Commercial instance. |
| <b>s.</b> | <b>Translation Memory/Glossary:</b><br>Support a translation memory or glossary for Customer to provide feedback on preferred translations                                                                                                           | Complies | Prepared allows calltakers to submit feedback through the web portal about incorrect transcriptions or translations, which are used to improve language services                             |

**ATTACHMENT A  
COMPLIANCE MATRIX**

|            |                                                                                                                                                                             |          |                                                                                                                                                                                                                                                                   |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>t.</b>  | <b>Handling Misspellings:</b><br>Explain how the proposed text translation solution will handle misspellings in the original language that may affect translation accuracy. | Complies | For text translation services, Prepared's language model performs spell correction using contextual backoff algorithms. Misspellings are not a concern for call translation, as Prepared's models automatically transcribe voice audio to correctly spelled text. |
| <b>u.</b>  | <b>Pre-Translated Messages:</b><br>Support the creation of pre-translated canned announcements or text messages for use by Customer in service request contexts.            | Complies | ECCs can preload canned messages, which Prepared translates automatically.                                                                                                                                                                                        |
| <b>v.</b>  | <b>Handling Unidentified Languages:</b><br>Address the handling of languages that cannot be identified by the translation service.                                          | Complies | In the case of an unidentified language, no language suggestions will be surfaced, and the calltaker is trained to fall back to typical human interpretation services.                                                                                            |
| <b>w.</b>  | <b>Continuous Improvement:</b><br>Include a mechanism for improving the accuracy of translations over time for each supported language.                                     | Complies | Prepared works closely with its language model providers to surface customer feedback. These providers are also continuously improving translation accuracy over time.                                                                                            |
| <b>5.4</b> | <b>SERVICE CATEGORY #2: TRANSCRIPTION SERVICES FOR 9-1-1</b>                                                                                                                |          |                                                                                                                                                                                                                                                                   |
| <b>x.</b>  | <b>Accurate and Timely Transcription:</b><br>Ensure accurate and timely transcription of live 9-1-1 calls and call recordings.                                              | Complies | Live calls are transcribed with <1s lag and recorded calls are batch processed with 99% accuracy.                                                                                                                                                                 |
| <b>y.</b>  | <b>Keyword Tagging/Flagging:</b><br>Implement tagging/flagging of key words such as "gun", "unconscious", "drowning" to enhance search                                      | Complies | Keyword tagging and flagging is available and can be also used to trigger escalations, or directed messages to specific parties.                                                                                                                                  |

### ATTACHMENT A COMPLIANCE MATRIX

|            |                                                                                                                                                                                                                                 |                          |                                                                                                                                                                                                                                          |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | capabilities.                                                                                                                                                                                                                   |                          |                                                                                                                                                                                                                                          |
| <b>z.</b>  | <b>Timestamped Verbatim Transcripts:</b><br>Provide timestamped, verbatim transcripts with search capability to facilitate retrieval of key information.                                                                        | Complies                 | All transcripts are fully time-stamped and searchable.                                                                                                                                                                                   |
| <b>aa.</b> | <b>Text Translation Capabilities:</b><br>Offer text translation capabilities for multilingual support.                                                                                                                          | Complies                 | Text translation capabilities are supported for 200+ languages.                                                                                                                                                                          |
| <b>bb.</b> | <b>Optional Speaker Identification and Redaction:</b><br>Provide optional speaker identification, noise filtering, and redaction services.                                                                                      | Does not Comply          | Prepared's interface distinguishes the caller and calltaker sides of the conversation. Noise filtering and redaction are not available, but Prepared would be open to reviewing with a PSAP if this was a requirement for their project. |
| <b>cc.</b> | <b>Admissibility in Court:</b><br>Ensure transcripts meet legal standards for admissibility in court.                                                                                                                           | Complies                 | Prepared can produce records as needed for admissibility in court. In addition, Prepared will work with agencies at the local level to adhere to agency policies for admissibility in court.                                             |
| <b>dd.</b> | <b>Logging and Storage:</b><br>Implement logging and secure storage of transcripts to ensure accessibility and security for Customer.                                                                                           | Complies                 | Transcripts are encrypted at rest using AES-256, and available to be accessed through the portal.                                                                                                                                        |
| <b>5.5</b> | <b>SERVICE CATEGORY #3: QUALITY CONTROL SERVICES FOR 9-1-1</b>                                                                                                                                                                  |                          |                                                                                                                                                                                                                                          |
| <b>ee.</b> | <b>Call Quality Analysis:</b><br>Evaluate calls for key performance metrics such as response time, adherence to protocols, tone of voice, empathy, accuracy of information collection, and overall call handling effectiveness. | Complies within 6 Months | Automated QA evaluates key call metrics and highlights performance variances, key performance metrics such as response time, adherence to protocols, accuracy of information collection, and overall call handling effectiveness.        |

### ATTACHMENT A COMPLIANCE MATRIX

|            |                                                                                                                                                                                                         |                          |                                                                                                                                                                    |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                                                                                                                                                                                         |                          | We are currently developing tone of voice and empathy analysis on our roadmap for completion in 2025.                                                              |
| <b>ff.</b> | <b>Anomaly &amp; Risk Detection:</b><br>Identify potential issues such as miscommunication, incomplete information gathering, delays in dispatch, or non-compliance with standard operating procedures. | Complies                 | Each PSAP's standard operating procedures are ingested and calls are automatically evaluated for non-compliance.                                                   |
| <b>gg.</b> | <b>Sentiment &amp; Stress Analysis:</b><br>Apply natural language processing (NLP) and voice analytics to assess caller and dispatcher stress levels, emotional tone, and escalation patterns.          | Complies within 6 Months | We are currently developing sentiment and stress analysis on our roadmap for completion in 2025.                                                                   |
| <b>hh.</b> | <b>Compliance Monitoring:</b><br>Ensure calls are handled in accordance with regulatory standards and internal protocols, flagging any deviations for review.                                           | Complies                 | Each PSAP's standard operating procedures are ingested and calls are automatically evaluated for non-compliance.                                                   |
| <b>ii.</b> | <b>Reporting &amp; Dashboards:</b><br>Deliver customizable reports and interactive dashboards that provide insights into call performance, trends, and areas for improvement.                           | Complies                 | Dashboards summarize QA scores by telecommunicator, shift, and event type.                                                                                         |
| <b>jj.</b> | <b>Continuous Learning &amp; Model Improvement:</b><br>Regularly update and refine AI models based on feedback and new data to ensure high accuracy and relevancy.                                      | Complies                 | Prepared's AI model providers regularly update and refine AI models based on feedback and new data to ensure high accuracy and relevancy.                          |
| <b>kk.</b> | <b>Quality Assurance Standards:</b><br>At a minimum, should follow guidelines provided in the APCO/NENA ANS 1.107.1.2015 standard for the establishment of a Quality Assurance and Quality              | Complies                 | The Prepared platform is compliant with APCO/NENA ANS 1.107.1.2015 standard for the establishment of a Quality Assurance and Quality Improvement Program for ECCs. |

**ATTACHMENT A  
COMPLIANCE MATRIX**

|            |                                                                                                                                                                                                                                                                                                     |          |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | Improvement Program for ECCs.                                                                                                                                                                                                                                                                       |          |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>5.6</b> | <b>OTHER REQUIREMENTS</b>                                                                                                                                                                                                                                                                           |          |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>II.</b> | <b>Connection to Service:</b><br>Ensure connection to service in < 3 seconds (preferred).                                                                                                                                                                                                           | Complies | Service is consistently available in <3 seconds.                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>mm.</b> | <b>Uptime Reliability:</b><br>Guarantee 99.999% uptime reliability                                                                                                                                                                                                                                  | Complies | Prepared supports 99.999% uptime of services.                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>nn.</b> | <b>Tiered Response Expectations:</b><br>Define tiered response expectations for high-traffic or crisis scenarios.                                                                                                                                                                                   | Complies | <p>Critical: Major outage affecting all users or critical business functions, requiring immediate action</p> <p>High: Significant service degradation or partial outage that affects a large number of users or important functions</p> <p>Medium: Moderate service degradation or partial outage with a limited impact on users or non-critical functions</p> <p>Low: Minor issues with minimal impact on users or system performance</p> |
| <b>oo.</b> | <b>Accuracy of Transcription and Translation:</b><br>Ensure transcription and translation accuracy falls within a range of 95% - 100% for core languages such as Spanish, Vietnamese, Hindi, Russian, Mandarin, and Korean. Specify expected accuracy for all other languages based on actual data. | Complies | Assuming standard operating conditions, 95+% accuracy is achieved for core languages                                                                                                                                                                                                                                                                                                                                                       |
| <b>pp.</b> | <b>CJIS Compliance:</b><br>Ensure compliance with Criminal Justice Information Services (CJIS) regulations.                                                                                                                                                                                         | Complies | The Prepared platform is CJIS compliant.                                                                                                                                                                                                                                                                                                                                                                                                   |

### ATTACHMENT A COMPLIANCE MATRIX

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|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                                                                                                                                                |          |                                                                                                                                                                                                                                                  |
| <b>qq.</b> | <b>HIPAA Compliance:</b><br>Maintain HIPAA compliance for medical emergency translation, transcription, and quality assurance/control (QA/AC).                 | Complies | The Prepared platform is HIPAA compliant.                                                                                                                                                                                                        |
| <b>rr.</b> | <b>Data Encryption:</b><br>Implement data encryption for both in-transit and at-rest data. Specify encryption methods and protocols utilized.                  | Complies | AES-256 at rest, TLS 1.2 in transit                                                                                                                                                                                                              |
| <b>ss.</b> | <b>Secure Data Storage:</b><br>Utilize US-based servers for secure data storage. Specify retention periods, including cold storage retention.                  | Complies | All data is stored in FedRAMP-Moderate AWS environments located in the United States.<br>PSAPs can establish their own retention policies within Prepared or be configured based on Prepared's best practices.                                   |
| <b>tt.</b> | <b>Confidentiality and Non-Disclosure Agreements:</b><br>Outline the confidentiality and non-disclosure agreements used by the Vendor.                         | Complies | All staff under NDAs; breach penalties and training in place.                                                                                                                                                                                    |
| <b>uu.</b> | <b>Proactive Security Measures:</b><br>Conduct proactive analysis of systems and networks for vulnerabilities, including independent security audits annually. | Complies | Proactive analysis of all new code for potential security vulnerabilities occurs before it is deployed.<br>3rd party penetration tests are conducted annually, and all identified vulnerabilities are remediated within the recommended windows. |
| <b>vv.</b> | <b>Multifactor Authentication:</b><br>Implement multifactor authentication for remote access into systems providing the service.                               | Complies | Multifactor authentication can be configured as a requirement on a per-center basis.                                                                                                                                                             |
| <b>ww.</b> | <b>Disaster Recovery Plan:</b><br>Provide a disaster recovery (DR) plan and describe the                                                                       | Complies | Disaster recovery protocols are tested quarterly and available upon request and NDA; zero-day patching under SLA of 24h.                                                                                                                         |

### ATTACHMENT A COMPLIANCE MATRIX

|             |                                                                                                                                                                                                                           |          |                                                                                                                                                                                                                                                                                                                                                            |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | security software update policy, frequency, and procedures.                                                                                                                                                               |          |                                                                                                                                                                                                                                                                                                                                                            |
| <b>xx.</b>  | <b>Data and Language Model Restrictions:</b><br>Restrict all data and language models to the Customer only, prohibiting use in other regions.                                                                             | Complies | Data from one customer is never used to train models available to a different customer.                                                                                                                                                                                                                                                                    |
| <b>yy.</b>  | <b>Compatibility with Call-Handling Systems:</b><br>Ensure compatibility with 9-1-1 call-handling systems.                                                                                                                | Complies | Prepared is open to working with any and all call handling providers and has proven success integrating over-the-top with systems including Vesta, Viper, etc.                                                                                                                                                                                             |
| <b>zz.</b>  | <b>API Access or NG9-1-1 Integration:</b><br>Provide API access or integration with NG9-1-1 infrastructure.                                                                                                               | Complies | Prepared can integrate with NG911 CHEs via SIPREC and i3-compliant webhooks                                                                                                                                                                                                                                                                                |
| <b>aaa.</b> | <b>Access Options:</b><br>Offer browser-based, mobile, and on-premise access options.                                                                                                                                     | Complies | Prepared's interface can be accessed through web or mobile web.                                                                                                                                                                                                                                                                                            |
| <b>bbb.</b> | <b>Real-Time Monitoring Dashboard:</b><br>Include a real-time monitoring dashboard for supervisors.                                                                                                                       | Complies | Prepared's real-time analytics dashboard unifies QA and operational data—enabling 911 supervisors to monitor call volume, call duration, protocol adherence, and critical QA trends instantly. Customizable visualizations and drilldowns support real-time decision-making, performance coaching, and staffing optimization across shifts and calltakers. |
| <b>ccc.</b> | <b>Interoperability with Customer's Call Handling Equipment (CHE):</b><br>Ensure interoperability/integration of services with Customer's Call Handling Equipment (CHE); identify any required over-the-top connectivity. | Complies | Prepared is an over-the-top software that integrates with a customer's CHE.                                                                                                                                                                                                                                                                                |
| <b>ddd.</b> | <b>Integration with Text Control Centers (TCCs):</b><br>Support interoperability with Text Control Centers                                                                                                                | Complies | Prepared offers seamless TCC integration.                                                                                                                                                                                                                                                                                                                  |

**ATTACHMENT A**  
**COMPLIANCE MATRIX**

|  |                                                                            |  |  |
|--|----------------------------------------------------------------------------|--|--|
|  | (TCCs) serving Customer’s ECCs for text message translation functionality. |  |  |
|--|----------------------------------------------------------------------------|--|--|

ATTACHMENT A1

PREPARED ARCHITECTURAL DIAGRAM

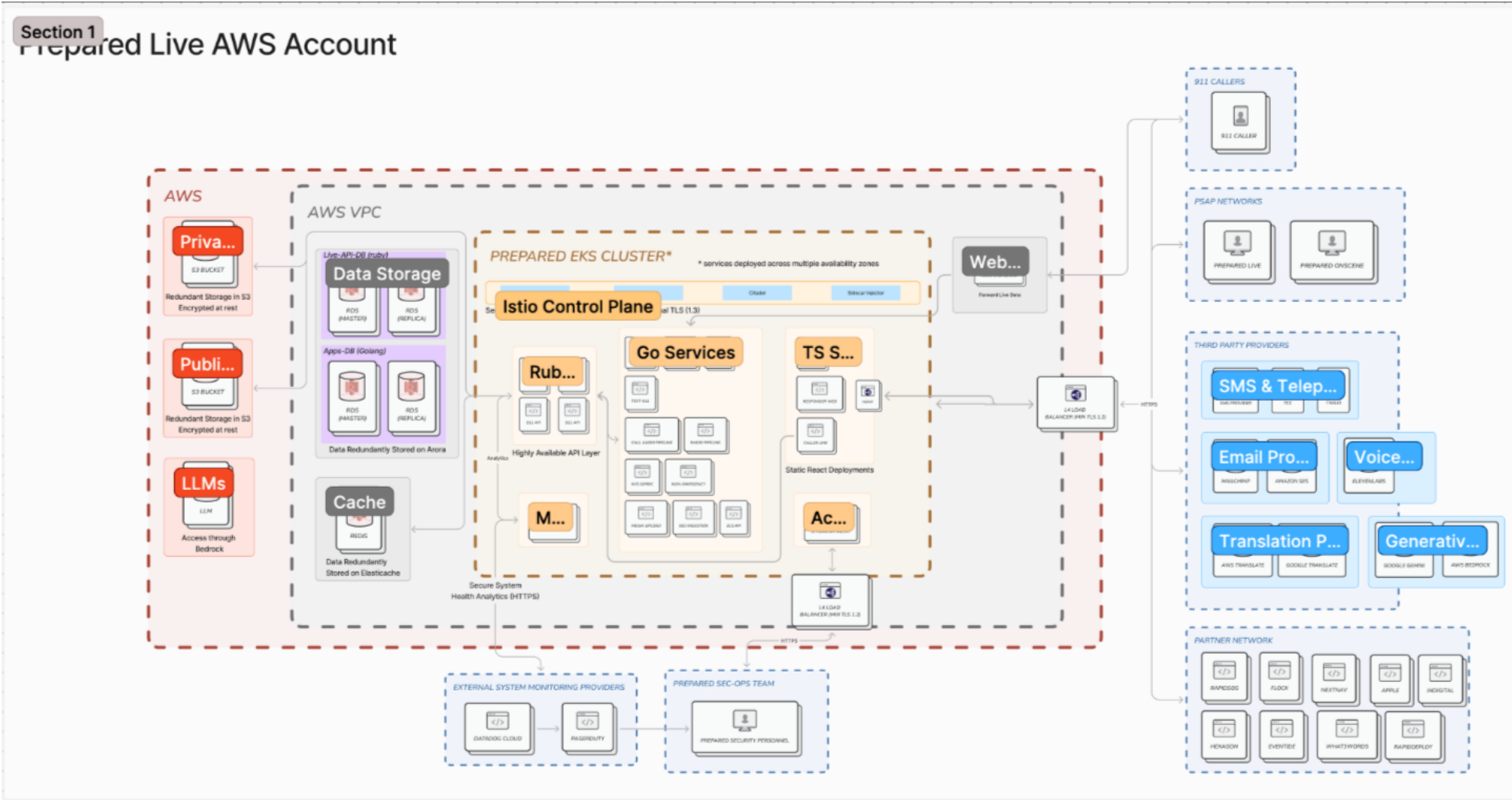


EXHIBIT 1 - CATEGORIES OFFERED AND PRICING PROPOSAL

| Service Category                           | Software/Annual Subscription Fees | Product Description                                                                                                                                                                                                                               | Unit of Measure<br>(Total Number of Calls Per Year) | Rate<br>(List Price Per Call) | Notes                         |
|--------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------|-------------------------------|
| Service Category #1<br>Service Category #2 | Assistive Call-Taking             | Includes real-time transcription & translation of transcripts, AI Insights, inbound & outbound text and media, Text-to-Voice (in Spanish), EED+ELS, GPS Links, & spoken location capture, and keyword alerts & incident flagging for Supervisors. | 1                                                   | \$0.21                        | See Volume discount schedule. |
| Service Category #3                        | Automated Quality Assurance       | Includes immediate baseline protocol checks for all calls, automatic incident classification, and custom filtering for call analytics.                                                                                                            | 1                                                   | \$0.35                        | See volume discount schedule  |

| Services/One-Time Fees                       | Service Description                                                                                                              | Price      | Notes |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------|-------|
| Audio Collector Technical Implementation Fee | Technical setup and implementation of Prepared.<br>Cost of audio collector hardware required to run Prepared. Includes shipping. | \$1,000.00 |       |
| Audio Collector Hardware Fee                 | Includes<br>- 1 host machine (PC)<br>- 1 display                                                                                 | \$1,200.00 |       |

Volume Discount Schedule

|                       |
|-----------------------|
| Assistive Call-Taking |
| Service Category #1   |
| Service Category #2   |

| Min Vol   | Max Vol   | Price per Call |
|-----------|-----------|----------------|
| 0         | 30,000    | \$0.21         |
| 30,001    | 50,000    | \$0.20         |
| 50,001    | 120,000   | \$0.19         |
| 120,001   | 180,000   | \$0.18         |
| 180,001   | 240,000   | \$0.17         |
| 240,001   | 350,000   | \$0.16         |
| 350,001   | 500,000   | \$0.16         |
| 500,001   | 550,000   | \$0.15         |
| 550,001   | 650,000   | \$0.15         |
| 650,001   | 750,000   | \$0.15         |
| 750,001   | 900,000   | \$0.14         |
| 900,001   | 1,300,000 | \$0.14         |
| 1,300,001 | 2,000,000 | \$0.14         |
| 2,000,001 | 2,500,000 | \$0.13         |
| 2,500,001 |           | \$0.13         |

|                             |
|-----------------------------|
| Automated Quality Assurance |
| Service Category #3         |

| Min Vol   | Max Vol   | Price per Call |
|-----------|-----------|----------------|
| 0         | 120,000   | \$0.35         |
| 120,000   | 240,000   | \$0.33         |
| 240,000   | 400,000   | \$0.30         |
| 400,000   | 650,000   | \$0.29         |
| 650,000   | 1,300,000 | \$0.29         |
| 1,300,000 |           | \$0.29         |

EXHIBIT 1 - CATEGORIES OFFERED AND PRICING PROPOSAL

| Service Category    | Software/Annual Subscription Fees         | Product Description                                                                                                       | Unit of Measure<br>(Total Number of Calls<br>Per Year) | Rate<br>(List Price Per Call) | Notes                        |
|---------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------|------------------------------|
| Service Category #4 | Assistive Dispatch (Optional)             | Includes real-time radio transcription, talk group & alias filtering, and keyword search.                                 | 1                                                      | \$0.55                        | See volume discount schedule |
| Service Category #4 | Automated Non-Emergency Triage (Optional) | Includes dynamic & conversational AI, real-time 10-digit line call triage and transcription, and automated SMS follow-up. | 1                                                      | \$0.60                        | See volume discount schedule |

| Services/One-Time Fees                            | Service Description                                                  | Price      | Notes |
|---------------------------------------------------|----------------------------------------------------------------------|------------|-------|
| Automated Non-Emergency Triage Implementation Fee | Technical setup and implementation of Automated Non-Emergency Triage | \$1,000.00 |       |

Volume Discount Schedule

|                     |
|---------------------|
| Assistive Dispatch  |
| Service Category #4 |

| Discount Schedule |           |                |
|-------------------|-----------|----------------|
| Min Vol           | Max Vol   | Price per Call |
| 0                 | 30,000    | \$0.550        |
| 30,000            | 60,000    | \$0.500        |
| 60,000            | 100,000   | \$0.450        |
| 100,000           | 500,000   | \$0.400        |
| 500,000           | 1,000,000 | \$0.380        |
| 1,000,000         |           | \$0.360        |

|                                |
|--------------------------------|
| Automated Non-Emergency Triage |
| Service Category #4            |

| Discount Schedule |         |                |
|-------------------|---------|----------------|
| Min Vol           | Max Vol | Price per Call |
| 0                 | 80,000  | \$0.60         |
| 80,000            | 160,000 | \$0.60         |
| 160,000           | 270,000 | \$0.60         |
| 270,000           | 500,000 | \$0.60         |
| 500,000           | 800,000 | \$0.60         |
| 800,000           |         | \$0.60         |

**EXHIBIT 3: SERVICE DESIGNATION AREAS**

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

| <b>Nationwide Service Area Designation or Identification Form</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                               |                                                 |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Proposing Firm Name:</b>                                       | Invictus Apps Inc (D/B/A Prepared)                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                               |                                                 |
| <b>Notes:</b>                                                     | <b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b><br><div> <div>Will service all fifty (50) states</div> <div>Will not service fifty (50) states</div> </div> <div>Yes - All 50 States</div>                                                                                                                                                                                                                              |                                                                               |                                                 |
|                                                                   | <b>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.</b><br><br><b>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.</b> |                                                                               |                                                 |
| <b>Item</b>                                                       | <b>State</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Region/MSA/City<br/>(write "ALL" if proposing to service entire state)</b> | <b>Designated<br/>as a<br/>Service<br/>Area</b> |
| 1.                                                                | Alabama                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |                                                 |
| 2.                                                                | Alaska                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                                 |
| 3.                                                                | Arizona                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |                                                 |
| 4.                                                                | Arkansas                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                 |
| 5.                                                                | California                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                               |                                                 |
| 6.                                                                | Colorado                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                 |
| 7.                                                                | Connecticut                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                                 |
| 8.                                                                | Delaware                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                 |
| 9.                                                                | Florida                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |                                                 |
| 10.                                                               | Georgia                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |                                                 |
| 11.                                                               | Hawaii                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                                 |
| 12.                                                               | Idaho                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                 |
| 13.                                                               | Illinois                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                 |
| 14.                                                               | Indiana                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |                                                 |
| 15.                                                               | Iowa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                               |                                                 |
| 16.                                                               | Kansas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                               |                                                 |
| 17.                                                               | Kentucky                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                 |
| 18.                                                               | Louisiana                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                               |                                                 |
| 19.                                                               | Maine                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                               |                                                 |

|     |                |  |  |
|-----|----------------|--|--|
| 20. | Maryland       |  |  |
| 21. | Massachusetts  |  |  |
| 22. | Michigan       |  |  |
| 23. | Minnesota      |  |  |
| 24. | Mississippi    |  |  |
| 25. | Missouri       |  |  |
| 26. | Montana        |  |  |
| 27. | Nebraska       |  |  |
| 28. | Nevada         |  |  |
| 29. | New Hampshire  |  |  |
| 30. | New Jersey     |  |  |
| 31. | New Mexico     |  |  |
| 32. | New York       |  |  |
| 33. | North Carolina |  |  |
| 34. | North Dakota   |  |  |
| 35. | Ohio           |  |  |
| 36. | Oregon         |  |  |
| 37. | Oklahoma       |  |  |
| 38. | Pennsylvania   |  |  |
| 39. | Rhode Island   |  |  |
| 40. | South Carolina |  |  |
| 41. | South Dakota   |  |  |
| 42. | Tennessee      |  |  |
| 43. | Texas          |  |  |
| 44. | Utah           |  |  |
| 45. | Vermont        |  |  |
| 46. | Virginia       |  |  |
| 47. | Washington     |  |  |
| 48. | West Virginia  |  |  |
| 49. | Wisconsin      |  |  |
| 50. | Wyoming        |  |  |

End of Exhibit 3