

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-018 Artificial Intelligence (AI) Solutions for Public Sector Entities

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective the last date of signed approval ("Effective Date"), is entered into by and between the **North Central Texas Council of Governments** ("**NCTCOG**"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

NeuroSoph Inc. ("Contractor")
120 Water Street, Suite 213
North Andover, MA 01845

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

- 2.4 Percentage discounts for items in Appendix A represent the minimum discounts provided for each item within the category offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement.

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

2.7 Contractor Obligations.

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

ARTICLE III

TERM

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

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

NeuroSoph Inc.

Attn: Tushar Banerji

120 Water Street, Suite 213

North Andover, MA 01845

Phone: 978-500-1579

Email: tushar@neurosoph.com

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

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

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

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

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

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

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

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

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

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

ARTICLE X ADDITIONAL REQUIREMENTS

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

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

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

10.11 **Civil Rights Compliance**

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

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

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

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

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

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

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

10.13 **Pertinent Non-Discrimination Authorities**

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

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

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

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

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

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

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

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

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

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

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

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

which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents.”

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

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

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

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

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

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

10.17 Certification of Fair Business Practices

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

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

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

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

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

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

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

10.21 Boycotting of Certain Energy Companies

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

10.22 Domestic Preference for Procurements


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

10.23 Trafficking in Persons

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

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

NeuroSoph Inc.

DocuSigned by:

 405E2AE954B3413...
 Signature _____ Date _____
 Tushar Banerji
 Printed Name _____
 President _____
 Title _____

North Central Texas Council of Governments

Signed by:
 7/14/2025
 A4E72C18EF0F426...
 Signature _____ Date _____
 Michael Eastland
 Executive Director

APPENDIX A

Statement of Work

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

Section 4

Technical Proposal

a. Project Deliverables

NeuroSoph Inc. proposes to address the challenges for the Municipal Courts, and Other Government Entity Departments with the Specto AI Platform which includes a suite of products including, the Specto AI Chatbot & Chatbot Studio, the Specto Intelligent Document Processing (IDP), and the Specto Assisted Intake.

- **Municipal Courts:** Using the Specto AI Platform to build the Specto AI Chatbot to help support efficient case management, automate routine inquiries, and improve citizens' access to legal information.
- **Other Government Entity Departments:** Using the Specto AI Platform's suite of products (Specto AI Chatbots, Intelligent Document Processing (IDP), Specto Assisted Intake) to improve service delivery, streamline routine operations, and bolster data-driven decision-making.

b. Technical Approach

Methodologies for Design & Development

Our Specto AI Platform and its AI solutions are designed and developed through a structured methodology that encompasses a series of key steps. While these steps provide a foundation, we may tailor our approach to meet the unique challenges and objectives of each project. Our process is characterized by comprehensive planning, collaborative engagement, and iterative refinement, ensuring that our AI solutions are secure, user-friendly, and accessible.

1. Problem Definition & Data Collection

Problem Identification: We start by conducting a thorough analysis to clearly define the problem or challenge. This involves understanding the current process, identifying pain points, and determining how our Specto AI Platform can provide a solution. We engage with stakeholders to gather insights and ensure that the problem definition aligns with objectives and user needs. Additionally, we outline the specific issue to be addressed including strategies to integrate with existing infrastructure, the desired outcomes, and the key performance indicators (KPIs) for success.

Data Collection: Effective data collection is crucial for developing and training AI models. We start by identifying relevant data sources. This includes internal databases, external datasets, and other available data. The selected data sources must be relevant to the problem and provide the necessary information to train and validate the AI model.

Next, we assess the quality of the data to ensure it is accurate, complete, and relevant. This involves evaluating the data for consistency, validity, and reliability. High-quality data is important for developing

robust and trustworthy AI models. Once assessment of data is complete, we must decide on the appropriate data collection tools and techniques used to gather and store the data. Data must be stored in a secure and accessible manner, adhering to data privacy and security guidelines – but still available to be easily retrieved for use in AI model development and training.

2. Data Preparation & Feature Engineering

Data Preparation: To prepare the data for AI model development, we perform two critical steps: data cleaning and feature engineering. With data cleaning we ensure the quality and accuracy of the data. This process involves inspecting the data for errors, inconsistencies, and missing values to identify potential issues. We then apply data cleaning techniques such as handling missing values, removing duplicates, and correcting errors to rectify these issues. Finally, we validate the data to ensure it meets the required standards and is free from errors, providing a clean and reliable dataset for AI model development.

Feature Engineering: We use feature engineering to select and transform raw data into relevant features that are more relevant for modeling. Additionally, we extract new features from existing ones, such as creating composite features or using dimensionality reduction techniques to uncover hidden patterns and relationships in the data. Data preparation and feature engineering result in a higher-quality dataset that is optimized for AI model development, leading to more accurate and reliable results.

3. AI Model & Application Design

AI Model Identification & Evaluation: When designing the AI model, we take a comprehensive approach that involves identifying the problem type, such as classification, regression, or clustering, to determine the suitable AI model type, including supervised, unsupervised, or hybrid models. We also carefully consider the data characteristics, including size, complexity, and structure, to select the most appropriate model. Furthermore, we evaluate different models based on their performance, interpretability, and efficiency, ensuring that the chosen model is not only effective but also transparent and scalable, meeting the specific needs of the problem.

Application Design: While the AI model is being evaluated, we design the application's architecture and concept through a collaborative design workshop with key stakeholders. This process creates a user-friendly interface that is easy to navigate, visually appealing, and aligns with the organization's branding. We also identify integration points with existing systems and infrastructure, define system components, data flow, and scalability and performance plans.

4. Training & Validation

To train the AI model, we utilize the prepared dataset and select appropriate training parameters to optimize the model's performance. We also rigorously validate and evaluate the model to ensure it is accurate and reliable.

5. Deployment & Monitoring

Deployment: To deploy the AI model, we integrate it into the production environment, ensuring compatibility with existing systems and infrastructure. This involves choosing a deployment strategy that aligns with the application requirements, such as phased roll-out. We use model serving platforms or APIs to deploy and manage the model in production, providing a scalable and efficient way to handle incoming requests and deliver predictions.

Monitoring & Maintenance: Once the model is deployed, we continuously monitor its performance in production. This includes implementing mechanisms to retrain the model as needed to maintain its accuracy and relevance. Regular updates are made to the model with new data or retraining to ensure it remains effective and aligned with changing organizational needs. This ongoing monitoring and maintenance process ensures that the AI model continues to deliver value and support objectives over time.

Integration Strategies with Existing Government Systems

Implementing the Specto AI Platform within existing government systems requires strategic planning and close collaboration with key stakeholders. Early engagement in the planning phase is crucial to identify existing infrastructure, potential integration issues, and select appropriate AI technologies that are scalable, adaptable, and can be seamlessly integrated with existing systems.

Key steps include:

- **Stakeholder Collaboration:** Conducting regular stakeholder meetings, workshops, and feedback sessions to understand requirements, address concerns, and build trust in AI technologies.
 - **Assessing Current Infrastructure:** Evaluating current IT infrastructure to identify necessary upgrades or modifications to support integration and reduce compatibility risks.
 - **Robust Data Governance:** Implementing robust data governance practices to ensure data is centralized, accessible, and secure, which is critical for AI systems to function effectively.
 - **Skills Development:** Investing in upskilling existing staff and retaining access to AI talent to ensure effective AI implementation and management.
 - **API-First Approach:** Adopting an API-first approach to ensure secure and efficient communication between AI systems and existing government systems.
 - **Continuous Testing:** Conducting thorough testing phases to confirm AI system compatibility with existing infrastructure, allowing for continuous adjustments and optimizations.
-

User-Friendliness & Accessibility Considerations

NeuroSoph Inc. prioritizes accessibility to ensure that all users, including those with disabilities, can interact with the Specto AI Platform's suite of AI solutions. Our extensive public sector experience and commitment to thoughtful policy design and accessibility not only promotes responsible AI usage but also enhances public confidence in our Specto AI solutions.

Accessibility Compliance

NeuroSoph's Specto AI Platform is designed to meet the highest standards of accessibility and compliance. We ensure full compliance with the ADA and WCAG 2.2 AA standards. Furthermore, our solutions comply with Section 508 of the Rehabilitation Act, which requires federal agencies to make their electronic and information technology accessible to people with disabilities.

Key Accessibility Features

- **Keyboard Navigation:** our AI solutions are fully navigable using a keyboard, ensuring that users with motor impairments can interact with it easily.
- **Screen Reader Compatibility:** We have implemented clear ARIA labeling and intuitively ordered interactions to ensure our AI solutions are compatible with screen readers, facilitating use by visually impaired users.
- **Large Text & Color Contrast:** The Specto AI Platform supports large text and high color contrast, making it readable for users with low vision.
- **High Contrast Mode:** Our AI solutions offer a high contrast mode to help users with visual impairments.
- **Adjustable Font Size:** To enhance accessibility and user experience, the Specto AI Platform includes an adjustable font size feature, allowing users to increase or decrease text size for easy readability.
- **Rich Media Accessibility:** We provide alternative text for images, relevant WAI-ARIA attributes for interactive elements, captions for videos, and transcripts for audio content.
- **Accessible Language & Fonts:** The Specto AI Platform uses plain language, avoids jargon and acronyms, and employs sans serif fonts at a large enough size to enhance readability.
- **Cross-Browser Compatibility:** Our AI solutions are compatible with a wide range of browsers, including Chrome, Firefox, Safari, Edge, and Opera, ensuring that users can access it regardless of their preferred browser.
- **Multi-Device Compatibility:** The Specto AI Platform is designed to work seamlessly across various devices, including desktops, laptops, tablets, and smartphones, ensuring that users can access it from their device of choice.
- **Multi-Language Support:** Our AI solutions support over 20 languages — including English, Spanish, Portuguese, Chinese, French, etc. — making it accessible to users who prefer to communicate in their native language.
- **Closed Captions & Transcripts:** We provide closed captions and transcripts for all audio and video content, ensuring that users with hearing impairments can access the information.
- **Speech-to-Text:** Users can interact with our AI solutions using voice commands.
- **Clear & Consistent Navigation:** Our Specto AI solutions features clear and consistent navigation.

Compliance Testing

To ensure accessibility compliance, we employ a multi-layered testing approach that includes automated testing using tools like WAVE and axe DevTools, manual inspection, assistive technology testing, and user testing with individuals with disabilities. We also conduct cross-browser and cross-device testing to ensure compatibility and accessibility across diverse device browser-OS combinations. Our testing is guided by ADA and WCAG 2.2 AA standards, and we regularly monitor and update our digital content to ensure ongoing accessibility compliance.

c. Performance Metrics

The reporting and analytics module enables continuous improvement of the Specto AI Platform's performance and helps identify opportunities for optimization. Our 24/7, real-time analytics dashboard monitors our AI solutions with essential KPIs, tracked across daily, weekly, and monthly intervals. Some of the performance metrics or KPIs for our AI solutions include but not limited to:

Specto AI Chatbot

- **Goal Completion Rate (GCR):** Measure the percentage of successful completions of the chatbot's intended purpose, such as answering queries.
- **Response Accuracy:** Evaluate the accuracy of the chatbot's responses to user queries, ensuring they are relevant and correct.
- **User Engagement:** Track metrics such as interaction rate, bounce rate, and average conversation time to assess user engagement and satisfaction.
- **Fallback Rate:** Monitor the rate at which the chatbot fails to understand user requests and transfers them to human agents.
- **User Satisfaction Ratings:** Collect feedback on the overall satisfaction with the Specto AI Chatbot experience, including ease of use and effectiveness.
- **Questions by Category:** Provides detailed classification of user questions by category (FAQs, technical support, general information, etc.).

Specto Intelligent Document Processing (IDP)

- **Precision & Recall:** Evaluate the AI model's ability to accurately identify and extract relevant information from documents, minimizing false positives and negatives.
- **Throughput:** Measure the number of documents processed per unit of time to assess the efficiency of the AI system.
- **Error Rate:** Track the rate of errors in document processing, including incorrect data extraction or classification.
- **Processing Time:** Monitor the time it takes for the AI to process documents, ensuring it meets the required efficiency standards.

- **Accuracy:** Assess the overall accuracy of document processing, including the correctness of extracted data and classifications.

Specto Assisted Intake

- **Percentage of Completed Forms:** Track the percentage of forms completed successfully by users, indicating the effectiveness of the Specto Intake form.
- **Average Time to Complete:** Measure the average time users take to complete the form, reflecting the efficiency of the intake process.
- **Data Completeness:** Assess the completeness of the data, ensuring all necessary fields are filled correctly.
- **Error Rate:** Monitor the rate of errors in form completion, including incorrect data entries or missed fields.
- **User Engagement:** Track user interaction with the AI intake form, including time spent on each field and overall form completion time.
- **User Satisfaction:** Collect feedback on the ease of use and overall satisfaction with the intake process.

Continuous Improvement

For all Specto AI solutions, we implement a continuous improvement process by keeping humans in the loop:

- **Regular Monitoring:** Regularly monitor and analyze the KPIs to identify areas for improvement.
- **Feedback Loops:** Establish feedback loops to gather user input and adjust the AI models accordingly.
- **Iterative Testing:** Conduct iterative testing to refine the AI models and improve their performance.
- **Training Data Updates:** Continuously update the training data to ensure the AI models remain accurate and relevant.

d. Risk Management

To ensure the successful implementation of the proposed solution, we identify and mitigate potential risks that could impact its effectiveness, and the following highlights key risks and strategies for risk management.

Category	Risk	Mitigation
Cybersecurity	Exploitation of AI systems by malicious attacks, data breaches, and privacy violations	NeuroSoph employs a Zero Trust Architecture with layered defenses, robust data protection mechanisms, and continuous monitoring and adaptation, supplemented by human oversight and expertise to effectively mitigate evolving cybersecurity risks.
Bias & Harm	AI systems can perpetuate biases and inaccuracies leading to discriminatory decisions and flawed insights.	We promote fairness and equity in AI-driven decisions by training models on diverse and representative data sets. Additionally, we involve human oversight to diligently address biases in datasets and algorithms to prevent discriminatory outcomes.
Liability & Compliance	AI systems can pose legal and regulatory risks if they do not comply with data protection regulations, IP, copyright, and ethical standards.	NeuroSoph conducts comprehensive risk assessments and implement compliance evaluations to mitigate AI-related regulatory risks. As members of the Rhode Island and Massachusetts Government AI Task Force Working Groups, we contribute to shaping AI policies and regulations. This ensures our AI solutions are responsible, aligned with the latest standards, and compliant across jurisdictions.
Unreliable Output	AI systems, especially generative AI, can produce unreliable outputs or hallucinations – where the AI might generate inaccurate or misleading information.	We implement robust strategies such as curating high-quality training data and incorporating human oversight to fact-check and correct AI-generated content. Additionally, we employ continuous monitoring and feedback mechanisms to regularly review AI outputs, update training data, and fine-tune models to address inaccuracies and hallucinations.
Third-Party	Relying on external AI vendors exposes organizations to risks including data misuse, inadequate anonymization, non-compliance with privacy regulations, data manipulation, and automated attacks.	We thoroughly assess and implement robust governance standards for all external partners. Additionally, we conduct independent testing and auditing of high-stakes inputs to ensure compliance and security, minimizing the risk of data misuse, non-compliance, and cyber threats.

Category	Risk	Mitigation
Ethical & Transparency	AI systems can pose ethical risks if they are not transparent and accountable, leading to public distrust and ethical concerns.	NeuroSoph prioritizes transparency and explainability in our Specto AI solutions, providing clear documentation on development processes, data sources, and decision-making algorithms.
Human Oversight & Review	Lack of human oversight and review can lead to AI systems making discriminatory or harmful decisions.	Our mission is to empower governments with the best and most human-centric AI solutions. We integrate human-centered and responsible AI principles throughout our AI implementation, ensuring transparency, equity, security, and accountability. Human oversight and control are embedded at every stage, from design to deployment, to guarantee AI systems align with organizational goals and societal values.

e. Compliance & Standards

NeuroSoph’s Compliance to Regulations, Standards, & Data Privacy Laws

NeuroSoph Inc. confirms that our AI solutions adhere to all relevant regulations and standards, including data privacy laws such as the Health Insurance Portability and Accountability Act (HIPAA), and the Texas Data Privacy and Security Act (TDPSA). Our solutions are designed with built-in compliance mechanisms to ensure the secure handling and processing of sensitive data, including personal data of Texas consumers. We maintain compliance through regular audits, data protection impact assessments, and continuous monitoring of regulatory updates, ensuring transparency, consent, and security in our data handling practices.

Data Management

Our data management policies are designed to ensure the secure handling of data throughout its lifecycle. We classify data according to its sensitivity and store it in controlled repositories, with critical data backed up daily and retained for a period that complies with regulatory and contractual requirements. When no longer needed, data is disposed through logical sanitization to ensure irretrievability.

NIST AI Risk Management Framework

At NeuroSoph, we align our AI policies and frameworks with the NIST AI Risk Management Framework, specifically tailored for state and local governments (SLGs). We listen to our clients and assess their risk tolerance, ensuring our AI implementations meet their specific needs and concerns. Our expertise ensures that AI implementations are guided by robust ethical standards, governance structures, and compliance measures. For example, we follow comprehensive data privacy protocols to protect sensitive information, ensuring secure and ethical AI practices. Additionally, we address the risk of large language model (LLM) hallucinations—where the AI might generate inaccurate or misleading information—by implementing stringent verification processes and adjusting the AI’s responses based on the client’s risk tolerance. This proactive approach helps maintain the reliability and trustworthiness of the AI systems we deploy.

AWS Qualified Software Partner

NeuroSoph Inc. is an AWS Qualified Software and Public Sector Partner. This certification reflects our commitment to secure deployment and operations of AI technologies, ensuring our public sector customers receive robust, compliant, and highly secure solutions on AWS.

Robust Security Measures & Data Protection

NeuroSoph employs robust identity and access management (IAM), implementing access control through AWS IAM to manage permissions and roles for users and services, complemented by multi-factor authentication (MFA) to enhance security. We ensure data encryption by leveraging AWS Key Management Service (KMS) to secure data both at rest and in transit, using TLS/SSL protocols for secure data transmission.

Comprehensive Network Security & Continuous Monitoring

Network security is another major focus, achieved by configuring a Virtual Private Cloud (VPC) to isolate AI workloads and control network access, supported by security groups and network access control lists (ACLs) to manage inbound and outbound traffic. Continuous monitoring and logging are facilitated through AWS CloudTrail and Amazon CloudWatch, which monitor API activity and track resource changes, while AWS Config ensures compliance with security policies. We deploy AWS GuardDuty for automated threat detection to monitor malicious activity and unauthorized behavior continuously, and Amazon Macie to protect sensitive data and prevent data loss.

Secure Deployment & Compliance Management

Our secure deployment pipelines are established using CI/CD tools like Gitlab, Gitlab Runner, AWS ECR, and AWS Inspector, which integrate security checks to ensure safe deployments. AWS Secrets Manager and Parameter Store are utilized to securely manage and retrieve credentials and API keys during these deployments. Compliance and auditing are supported by AWS Artifact, providing access to AWS compliance reports and ensuring adherence to regulatory requirements, with AWS Audit Manager implementing comprehensive auditing and compliance checks.

Collaborative Approach to Compliance & Security Assurance

In addition to these technical capabilities, we actively collaborate with our government partners to ensure ongoing compliance with security protocols. This

involves regular reviews, updates to align with evolving standards, and joint efforts to meet regulatory requirements. These capabilities enable NeuroSoph to provide government clients with secure, reliable, and compliant AI solutions on AWS, ensuring that AI technologies are deployed with the highest standards of security and operational integrity.

Scalability, Reliability, and Security for AI Workloads

To ensure scalability and reliability, we use AWS Auto Scaling to maintain high availability and manage varying workloads, with AI models deployed on Amazon SageMaker for scalable and secure machine learning operations. Our disaster recovery solutions include AWS Backup and Amazon S3 for data resilience, and AWS Elastic Disaster Recovery for rapid recovery of AI workloads in case of failures. Application security is further enhanced by integrating AWS WAF (Web Application Firewall) to protect AI applications from common web exploits and utilizing AWS Shield for DDoS protection.

Continuous Monitoring & Improvement

We continuously monitor the Specto AI Platform and AI solutions performance and security, using AWS tools and services to identify and address any potential issues. This includes regular security audits, vulnerability assessments, and compliance checks to ensure that our AI solutions remain secure and compliant over time.

PII Protection Requirements

If our Specto AI solutions collects user inputs, we protect this data with stringent security measures. User inputs are encrypted in transit and at rest using industry-standard protocols like TLS and AES, rendering them unreadable and unusable if intercepted or accessed unauthorized. We also implement robust access controls, including multi-factor authentication (MFA) and role-based access control, to ensure only authorized personnel can access user data. Additionally, we have a comprehensive incident response plan in place to quickly respond to and contain potential data breaches, and we comply with all relevant data breach notification requirements.

Section 5

Pricing

NeuroSoph's pricing model for the Specto AI Platform includes the Specto Intelligent Document Processing (IDP), Specto AI Chatbot and Chatbot Studio, Specto Assisted Intake, and any new solutions that are released.

Please refer to Exhibit 1 NeuroSoph Pricing Proposal.

Section 6

Proposed Value-Add

At NeuroSoph, we provide cutting-edge AI solutions that enhance public sector operations – improving efficiency and effectiveness. Our unique blend of technical expertise, commitment to accessibility, and exceptional customer service sets us apart as the most trusted AI solutions provider for our customers. We strive to deliver innovative solutions that meet the evolving needs of the public sector, ensuring seamless integration, robust security, and unparalleled user experience.

NeuroSoph Technical Expertise

- **Machine learning (ML):** We develop and deploy ML models that optimize government operations and processes.
- **Generative AI:** We deliver controllable, robust, and transparent generative AI to enhance digital assistants and chatbots, improving public communication and engagement.
- **Natural Language Processing (NLP):** Our team excels in NLP, building sophisticated language models for government applications, such as AI chatbots.
- **Large Language Models (LLMs):** Our models are trained to understand and generate human-like text, enhancing resident interaction and satisfaction.
- **Prompt Engineering:** We optimize AI model performance by engineering precise and effective prompts to improve accuracy and relevance.
- **Proficiency in Programming Languages:** We are highly proficient in relevant programming languages such as Python for backend development and data processing, JavaScript for frontend integration, and SQL for database management.
- **AWS Cloud Expertise:** As an AWS Partner, we specialize in secure implementations and infrastructure deployment that meets the highest security standards.
- **AI Chatbots:** We specialize in AI chatbots that reduce administrative workload, handle routine inquiries, and provide responsive and accurate assistance to residents.
- **Optical Character Recognition (OCR):** Our OCR solutions convert various types of government documents into editable and searchable data.
- **Traditional AI:** AI that uses predefined rules and logic to simulate human intelligence, relying on heavily labeled datasets and producing predictable results.
- **Analytics & Visualizations:** We offer comprehensive analytic solutions that provide actionable insights and support data-driven decision-making. We have extensive knowledge in Google Analytics, Google Tag Manager, Apache Superset, and Looker Studio.
- **Assisted Intake:** Our solutions streamline the process of gathering and processing information, improving accuracy and reducing processing time.
- **Systems Integration:** We provide customized AI solutions that seamlessly integrate with existing government infrastructure, enhancing overall operational efficiency and performance.

- **Data Management:** We combine efficient processing with secure storage, encryption and full government compliance.
- **LLM Response Selector:** We ensure reliable, ethical interactions by having LLMs choose from human-approved responses, providing exceptional reliability with accountability and trust.
- **Drupal:** We have extensive experience integrating chatbots with Drupal-based government platforms. Our proficiency ensures seamless widget deployment, secure API integration, and reliable content management within Drupal environments.
- **Rasa:** Our team expertly implements Rasa's open-source framework to build sophisticated conversational AI solutions at scale. We create context-aware chatbots that deliver accurate, personalized responses while maintaining security standards.
- **Project Management:** Our extensive experience ensures AI projects are delivered on time, within budget, and to the highest standards, managing resources, risks, and stakeholders effectively.
- **User Experience Design:** Our designers provide intuitive, accessible, and user-friendly designs for government services.
- **AI Strategy & Consulting:** We assist SLGs in developing and implementing effective and responsible AI initiatives that align with goals, ethical standards, and regulatory requirements.

Exceptional Technical Assistance & Support

At NeuroSoph Inc., we are committed to providing exceptional customer service and support that exceed expectations, fostering a collaborative and responsive partnership with our clients. We will assign dedicated resources that serve as the primary point of contact for all maintenance, issue resolution, and other requests. We strive to respond promptly to all inquiries, typically within one business day, ensuring that our customers receive timely and effective support. Our support services include:

- **Duration of Technical Assistance:** We will offer a minimum of 100 hours of technical assistance post implementation. This ensures our customer has adequate support to address any technical issues or questions that may arise during the initial phase of deployment.
- **Resource Allocation:** The technical assistance will be provided by a dedicated team of experts. These resources will be available via e-mail, phone, and Microsoft Teams) to ensure prompt and efficient assistance.
- **Regular Updates & Maintenance:** We provide regular updates to the Specto AI solutions to ensure it remains secure, accurate, and relevant.
- **Technical Support:** Our team is available to address any technical issues or bugs that may occur. We provide prompt and effective solutions to minimize downtime and ensure our AI solutions remain operational.
- **Performance Monitoring:** We continuously monitor the chatbot's performance to identify areas for improvement. This includes analyzing user interactions, identifying common issues, and refining our AI solutions to enhance user satisfaction.
- **Security & Compliance:** We ensure our AI solutions complies with all relevant security and data protection regulations. This includes implementing robust security measures to protect user data and maintaining compliance with security and accessibility standards.
- **Training & Documentation:** We provide comprehensive training and documentation to our customers on how to use and update our AI solutions. This includes user manuals, training sessions, and ongoing support to ensure that the staff can effectively manage and maintain the solution.

Response-Time Capabilities & Commitments

We strive to respond to all inquiries within one business day, ensuring that our customers receive timely and effective support. Our response-time capabilities and commitments are as follows:

- **Phone:** We respond to phone calls typically within one business day, with a goal of answering 90% of calls within 30 minutes.
- **Email:** We respond to emails typically within one business day, with a goal of responding to 90% of emails within 2 hours.
- **Microsoft Teams:** We respond to Microsoft Teams inquiries typically within one business day, with a goal of responding to 90% of inquiries within 2 hours.

Customer Success KPIs, & Training & Development

To ensure that our dedicated resources meet our stated service goals and promises, we provide the following internal incentives:

- **Performance Metrics:** We internally track and measure our performance using key performance indicators (KPIs) such as response time, resolution rate, and client satisfaction. We monitor performance metrics to identify any recurring technical issues and to implement preventative measures.
- **Training & Development:** We provide ongoing training and development opportunities to our team to ensure that they have the skills and knowledge necessary to deliver exceptional customer service.

Knowledge & Information Transfer

NeuroSoph provides documentation including comprehensive user manuals, technical specifications, security, and configuration details. Additionally, we establish a knowledge base that includes FAQs, troubleshooting guides, and best practices for Specto AI Platform and its AI solutions maintenance and updates. This knowledge base is regularly updated to reflect any changes or improvements made during the contract period.

We conduct Specto AI Platform training sessions to educate our employees on how to use and manage the platform. These sessions cover key features, content updates, and troubleshooting. These materials and

training plan ensures our customers can effectively manage and maintain our Specto AI solutions post-launch, fully preparing them for ongoing operations, maintenance, and long-term success.

We will establish a feedback mechanism to allow our customers to provide input on our AI solutions performance and suggest improvements. This feedback is used to refine the AI solution to ensure it remains effective and user-friendly. We commit to providing regular updates on new features, best practices, and industry trends to help our customers stay informed and adapt the solution as necessary.

Warranty/Guarantee

At NeuroSoph, we offer warranty for our AI products and services tailored to the unique needs of public sector organizations. Our warranty covers data verification, regulatory compliance, and third-party guarantee.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

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

Category 1 - AI Solutions			
Description	Add additional description if necessary:	% Discount	Notes/Comments
1. Software Licensing and Subscription Costs: <i>Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.</i>	Includes a 12-month Specto AI Platform License, and 12-month hosting cost. Our licensing includes unlimited users, access to all platform features, and unlimited conversations and sessions. Renewal of licensing and hosting is required for continued maintenance, support and operations	2%	Charged separately based on hosting environment and resources required to support the Specto AI Platform
2. Implementation and Customization Costs: <i>Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.</i>	Includes Problem Identification and Data Collection, Data Preparation and Feature Engineering, AI Model and Application Design, Training and Validation, Deployment and Monitoring	2%	Billed Hourly for customization, configuration, and integration of Specto AI Platform
3. Training and Support Costs: <i>Include costs for training government staff, technical support, and customer service, both during and after implementation.</i>	Training and Support costs are included in the implementation and customization. After implementation, NeuroSoph includes 100 hours of technical assistance, and will bill hourly after 100 hours.	2%	
4. Ongoing Maintenance and Updates: <i>Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.</i>	100 hours of technical assistance (includes training and support, and ongoing maintenance and updates) is included post implementation. After 100 hours, it will be billed hourly.	2%	
5. Optional Add-Ons or Features: <i>List any additional features or services available that are not included in the core proposal but can be added at an additional cost.</i>	Optional add-ons and features may require additional discovery - may need to conduct further research, testing, or analysis to fully understand and integrate these additional components into existing systems or workflows.	2%	Any additional add-ons or features can be added at a cost of \$200/hour or an agree upon fixed cost
6. Total Cost of Ownership (TCO): <i>Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.</i>	TCO includes Specto Platform Licensing, Hosting and annual support. Implementation and customization costs, training and support costs, ongoing maintenance and updates, and any add-ons or features.	2%	Costs listed are approximate and can vary widely depending on the complexity of the project, the size of the datasets, customizations, and the specific AI technologies used. These figures are based on general industry
7. Additional Costs (if applicable): <i>List any additional costs not covered in the above sections that are relevant to the proposal, such as travel costs, setup fees, or other miscellaneous charges.</i>	N/A	N/A	N/A

Percentage discounts for items represent the minimum discounts provided for each item within the category offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater percentage discount for any item covered under this agreement. Refer to price list for current pricing.

Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

APPENDIX B

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

REQUIRED 2 CFR 200 CLAUSES

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

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

The following definitions apply to this statute:

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

10. Domestic Preference for Procurements

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

11. Trafficking in Persons

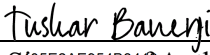
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period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

Check one of the following:

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

-OR-

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

DocuSigned by:

Signature of Authorized Person
Tushar Banerji
Name of Authorized Person
NeuroSoph Inc.
Name of Company
5/5/2025
Date

APPENDIX C

RESTRICTIONS ON LOBBYING

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

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

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


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

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

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DocuSigned by:

 405E2AE954B3413...

Signature

President

Title

NeuroSoph Inc.

Agency

5/5/2025

Date

APPENDIX D PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.


The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

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

-OR-

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

DocuSigned by:

 405E2AE954B3413...
 Signature of Authorized Person

Tushar Banerji

Name of Authorized Person

NeuroSoph Inc.

Name of Company

5/5/2025

Date

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

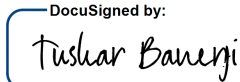
Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

DocuSigned by:



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Signature of Authorized Person

Tushar Banerji

Name of Authorized Person

NeuroSoph Inc.

Name of Company

5/5/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

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

Check one of the following:

- ☒ The Contractor or Subrecipient hereby certifies that it **does** comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

- ☐ The Contractor or Subrecipient hereby certifies that it **cannot** comply with the requirements of Chapter 809, Subtitle A, Title 8.

DocuSigned by:

405E2AE954B3413

Signature of Authorized Person

Tushar Banerji

Name of Authorized Person

NeuroSoph Inc.

Name of Company

5/5/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

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

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

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

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

EXCEPTIONS:

DocuSigned by:
Tushar Banerji
405E2AE954B3413...

Signature of Certifying Official
President

Title
5/5/2025

Date of Certification
Form 1734
Rev.10-91
TPFS