

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-023 Artificial Intelligence (AI) Consultancy Services

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

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) Consultancy Services** (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-023 (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II SCOPE OF SERVICES

2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-023.

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:
Tushar Banerji 5/28/2025
405E2AE954B3413...

Signature Date

Tushar Banerji

Printed Name

President

Title

North Central Texas Council of Governments

Signed by:
Todd Little 6/12/2025
349D83294E7946E...

Signature Date

Todd Little
Executive Director

APPENDIX A
Statement of Work

The Contractor agrees to provide AI consultancy services in accordance with the scope of work and requirements outlined in Request for Proposal (RFP) No. 2025-023, and as further detailed in the Contractor's technical proposal response. Both documents are hereby incorporated by reference and made a part of this Statement of Work.

Section 5

Technical Proposal

5.1 Objectives

NeuroSoph is committed to achieving the objectives outlined for AI consultancy services, ensuring a comprehensive approach to integrating AI within organizational processes.

a. Assessing Current Organizational Processes: We conduct thorough assessments of existing workflows, technological infrastructure, and human expertise across various departments. We also determine potential bottlenecks and evaluate data quality and availability. The goal is to identify AI improvements that will align with the organization's strategic objectives.

b. Recommending AI Tools & Frameworks: Based on our assessments, we provide recommendations for any necessary upgrades or modifications to support AI implementation. We choose the most appropriate AI tools and frameworks that align with departmental needs and organizational goals.

c. Developing a Comprehensive Data Strategy & AI Roadmap: We work alongside stakeholders to develop an AI roadmap along with a robust data strategy that emphasizes data quality, governance, privacy, and security. Additionally, we assess the organization's data landscape, identify gaps, and define a clear vision for AI adoption. Our tailored AI roadmap outlines key milestones, timelines, and resource allocation to ensure successful AI integration and long-term sustainability.

d. Strategic Roadmap for AI Implementation: NeuroSoph creates a detailed strategic roadmap for AI implementation by aligning AI initiatives with organizational objectives, identifying key use cases, and prioritizing projects based on impact and feasibility. This roadmap outlines a phased approach to AI adoption, including project timelines, resource requirements, milestones, deliverables, governance structures, and key performance indicators (KPIs) to measure success. This

roadmap will serve as a guide to ensure that all parties are aligned and informed throughout the implementation process.

e. Compliance with Legal Standards: NeuroSoph integrates compliance into every stage of AI implementation, ensuring adherence to legal standards such as the Freedom of Information Act (FOIA) and other relevant local, state, and federal regulations. We conduct thorough risk assessments in collaboration with stakeholders to identify and mitigate potential risks. Furthermore, we establish comprehensive controls, including technical, administrative, and policy measures, for the safe use of AI technologies.

f. Training and Knowledge Transfer: Our training includes detailed documentation such as user manuals, technical specifications, security, and configuration details. We also establish a knowledge base featuring FAQs, troubleshooting guides, and best practices on how to effectively adopt and utilize AI tools. Through targeted training sessions, we fully prepare teams for ongoing operations, maintenance, and long-term success with AI tools.

g. Quantifying Long-Term Value: We quantify the long-term value that AI brings to the organization by creating business cases to compare cost and benefits over time. Additionally, we track KPIs and assess AI's impact on key outcomes such as improved service delivery, increased operational efficiency, and enhanced customer experience and engagement.

h. Supporting Pilot and Full-Scale Implementations:

NeuroSoph has extensive experience managing and implementing AI pilot projects and full-scale implementations. We provide hands-on guidance, and expertise to ensure seamless integration and successful deployment. Post-implementation, we deliver training and knowledge transfer to in-house teams to empower employees to operate and maintain AI solutions - ensuring long-term independence and self-sufficiency.

i. Incorporating a 5-Year AI Roadmap:

We collaborate closely with stakeholders to develop a comprehensive 5-year AI roadmap that aligns with strategic organizational objectives and guides future AI development. This tailored roadmap outlines key milestones, timelines, resource allocations, and KPIs to ensure successful AI integration and long-term sustainability. To ensure adaptability and flexibility, our roadmap is designed to evolve with changes in technology and organizational priorities, ensuring continued alignment with strategic goals.

5.2.1 AI Strategy Development

a. Collaborating With Individual Departments:

We work directly with key stakeholders in each department to identify specific AI use cases and associated challenges. Our approach includes:

- Conducting detailed discussions to understand unique departmental needs, such as improving response times in public safety or reducing procurement costs.
- Analyzing the feasibility and value of potential AI applications within each department's context.
- Providing comprehensive risk-benefit analyses for each identified use case.
- Prioritizing use cases based on their potential impact and ease of deployment.
- Developing tailored AI solutions that address department-specific challenges and objectives.

b. Conducting Comprehensive Needs Assessments:

Our thorough needs assessment process involves:

- Evaluating the organization's current state and infrastructure, including existing processes, technologies, and human expertise.
- Defining organizational goals for implementing AI.
- Identifying key challenges and areas for improvement across departments.

- Assessing the potential value AI can add to the organization.
- Analyzing data readiness, including data quality, governance, and integration capabilities.

c. Developing a Long-Term AI Strategy:

We assist in creating a strategic AI roadmap that aligns with the organization's overall vision:

- Working collaboratively with stakeholders to define long-term AI goals and objectives.
- Ensuring alignment between the AI strategy and the organization's 5-year strategic plan.
- Identifying key milestones and phases for AI implementation.
- Developing a scalable approach that allows for controlled testing and monitoring before full deployment.
- Incorporating flexibility to adapt to evolving technologies and organizational needs.
- Establishing clear success metrics (KPIs) and evaluation processes for ongoing assessment and refinement.

5.2.2 Feasibility Study & Use Case Identification

a. Use Case Identification & Analysis: NeuroSoph collaborates closely with key stakeholders to identify and evaluate potential AI use cases for government agencies. We work to pinpoint AI applications that align with their strategic objectives, such as process optimization, customer experience enhancements or improved digital service delivery.

Our approach includes a thorough feasibility analysis to evaluate the technical and operational viability of each identified use case, considering factors like infrastructure, data availability, infrastructure requirements, and regulatory compliance.

We also conduct a detailed value assessment to determine the potential impact and benefits of each AI use case, helping agencies prioritize their investments effectively. For high-value and feasible use cases, we assist in developing comprehensive business cases to justify the AI investments. This systematic approach ensures that agencies focus on AI initiatives that are not only technically viable but also deliver significant value and align with their strategic goals.

b. Document Compliance: We maintain comprehensive records of internal and external compliance activities, including control policies, flowcharts, and audit reports. Our documentation covers data privacy and security, algorithm development, and continuous monitoring through real-time analytics and regular audits. We also create technical documentation for AI systems, including datasheets, model cards, and system cards, and conduct thorough risk assessments. As an AWS Select Tier and Public Sector Partner, we leverage AWS tools to monitor, audit, and generate reports, ensuring robust compliance and risk management.

c. Risk-Benefit Analysis: Alongside key stakeholders, we conduct thorough evaluations of potential AI use cases. We analyze the potential benefits and drawbacks of each use case, weighing the benefits against the risks, and develop strategies to mitigate identified risks.

d. Data Strategy: To ensure our feasibility study includes comprehensive considerations related to data strategy, we focus on three key areas:

1. Data Quality

- Assess availability, completeness, and accuracy of required data.
- Evaluate consistency and reliability across different sources.
- Determine if data cleaning or preprocessing is necessary.

2. Data Governance

- Review existing data policies for compliance with relevant regulations (e.g., privacy laws).
- Assess data security measures and access controls.
- Evaluate data lifecycle management processes.

3. Integration Readiness

- Analyze current data infrastructure for compatibility with proposed AI solutions.
- Assess scalability to handle increased data processing demands.
- Evaluate need for data standardization or transformation to ensure compatibility with AI models.

e. Use Case Prioritization: To prioritize AI use cases based on impact and ease of deployment, we utilize a structured approach that evaluates both factors comprehensively. We start with an impact assessment, focusing on potential efficiency gains, improvements in customer experience, and alignment with strategic objectives, while quantifying the financial impact and return on investment (ROI).

Next, we analyze ease of deployment by examining data availability, process readiness for AI integration, regulatory implications, and technical complexity. We then categorize use cases using a quadrant-based framework:

- **Commit:** High impact and easy to deploy
- **Observe:** High impact but difficult to deploy
- **Backlog:** Low impact and easy to deploy
- **Discard:** for low impact and difficult to deploy

We also identify technological interdependencies and consider breaking down complex projects into smaller initiatives to develop an agile implementation roadmap. This approach enables organizations to focus resources on AI initiatives that offer the highest impact with the most feasible deployment paths.

5.2.3 AI Solution Design & Roadmap

a. External and Internal Compliance: NeuroSoph conducts thorough reviews of relevant regulations such as FOIA, grant requirements, and various local, state and federal laws to ensure legal compliance. For internal compliance, we design and implement technical, administrative, and policy controls to ensure the safe and responsible use of AI, including data privacy and security measures. Additionally, we leverage internal tools such as AWS Artifact, and AWS Audit Manager for accessing compliance reports, comprehensive auditing, and compliance checks.

NeuroSoph's involvement in the Rhode Island and Commonwealth of Massachusetts AI Task Force Government Groups enhances our understanding of compliance requirements for government AI initiatives. This experience allows us to effectively navigate the complex regulatory landscape, ensuring that AI projects align with state and federal guidelines, and meet ethical and safety standards.

b. AI Model Design: NeuroSoph offers custom AI model development as part of our implementation and support services. We have a proven track record of developing customized AI solutions for government entities, demonstrated through our collaborations with multiple Massachusetts state agencies.

c. Comprehensive Roadmap: NeuroSoph has a proven track record in providing comprehensive roadmaps, outlining governance, timelines, milestones, resource requirements, and KPIs to ensure successful AI implementation and continuous improvement. We tailor each roadmap to the client's unique needs, ensuring effective deployment and long-term sustainability.

d. Cost Analysis: NeuroSoph's provides detailed cost analysis for each proposed AI solution, encompassing development costs, cloud expenses, licensing and subscription fees, and cloud storage and backup requirements. This transparent breakdown ensures that clients have a clear understanding of the total cost of ownership for their AI projects, enabling informed budgeting and resource allocation decisions.

e. Ethical Alignment and Regulatory Compliance: At NeuroSoph, we emphasize commitment to responsible AI policy development. We implement robust security measures, including advanced encryption standards for data in transit and at rest. We regularly update our encryption keys and algorithms to stay ahead of threats and implement end-to-end encryption where necessary. Additionally, we automatically scrub any personally identifiable information (PII) from the data, if needed. We use AWS services like Amazon Macie and AWS Key Management Service (KMS) to protect sensitive information, ensuring alignment with data privacy laws.

Our participation in government AI task forces also show a strong focus on ethical guidelines and public sector regulations. Moreover, our extensive experience working with multiple government agencies, combined with our strategic partnerships with AWS, uniquely positions us to design AI solutions that effectively address the complex requirements of public sector entities.

5.2.4 Pilot Testing & Implementation Support

a. Guiding Organizations Through Pilot AI

Implementations: NeuroSoph has extensive experience managing and implementing AI pilot implementations. We provide hands-on guidance, and expertise to ensure seamless integration and successful deployment.

b. Working With Stakeholders to Evaluate & Refine

Pilot Projects: We work closely with stakeholders to evaluate pilot projects using clear success metrics. Our team troubleshoots issues and refines solutions as needed, ensuring that the AI implementation meets the organization's goals.

c. Offering Post-Implementation Support For Integration & Scaling:

Following a successful pilot, we support organizations in scaling AI solutions across the enterprise. We determine the most effective scaling strategy, such as implementing a phased approach for controlled testing and monitoring. We automate processes like model retraining and system monitoring, providing ongoing support and maintenance for smooth integration with existing systems, and collaborating closely with stakeholders to address any challenges that arise. This ensures a seamless transition from pilot projects to full-scale AI deployment, with continuous support throughout the implementation lifecycle.

5.2.5 Training, Adoption & Capacity Building

NeuroSoph's comprehensive knowledge transfer plan for AI solutions includes:

- **Extensive Documentation:** Detailed user manuals, technical specifications, security protocols, and configuration details, along with a regularly updated knowledge base featuring FAQs, troubleshooting guides, and best practices.
- **Interactive Training:** Workshops and training sessions covering key features, content updates, and troubleshooting techniques to equip users with practical skills for effective implementation and management.
- **Stakeholder Engagement:** Cross-departmental collaboration in identifying and developing AI use cases to promote transparency and alignment with organizational needs.
- **Maintenance & Support:** Extended support period with remote assistance, on-site support, and regular updates on new features, best practices, and industry trends.
- **Feedback & Innovation:** Performance evaluation and improvement suggestions through a feedback mechanism, along with hands-on projects to develop AI-driven solutions for organizational challenges.

5.3.1 Consultant Expertise & Qualifications

a. Demonstrated Experience:

We have extensive experience in providing AI consultancy services to government agencies and the public sector. We are an AWS Select Tier and Public Sector Partner and leverage over 30 years of combined experience to assist state and local governments (SLGs) in developing and implementing responsible AI initiatives.

Key Highlights

- **Partnerships with Government Agencies:** We have collaborated with entities in the Commonwealth of Massachusetts such as the Executive Office of Technology Services and Security (EOTSS), Department of Public Health (DPH), Massachusetts Court System, MassAbility, Department of Transitional Assistance (DTA), Registry of Motor Vehicles, and more.
 - **Active Participation in AI Task Forces:** Our involvement in the Rhode Island and Massachusetts AI Task Force Government Groups reinforces our commitment to developing innovative, human-centered AI solutions that address ethical AI use, establish robust regulatory frameworks, and foster public trust.
 - **Focus on Responsible AI:** We prioritize transparency, data privacy, and ethical considerations, maintaining human oversight for continuous improvement and ensuring expert review of all content for accuracy.
 - **AI Strategy and Consulting:** We help government entities assess AI readiness, develop strategic roadmaps, and implement initiatives that align with their goals and regulatory requirements.
- ### b. Proficiency in AI Technologies:
- **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):** We leverage the latest AI models that are trained to understand and generate human-like text, enhancing resident interaction and satisfaction.
 - **Deep Learning:** Our cutting-edge AI solutions incorporate deep learning techniques, including neural networks with multiple layers, to model complex patterns in large datasets.
 - **Prompt Engineering:** We optimize AI model performance by engineering precise and effective prompts to improve accuracy and relevance.
 - **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.
 - **Systems Integration:** We provide customized AI solutions that seamlessly integrate with existing government infrastructure, enhancing overall operational efficiency and performance.
 - **LLM Response Selector:** We ensure reliable, ethical interactions by having LLMs choose from human approved responses, providing exceptional reliability with accountability and trust.
 - **Assisted Intake:** Our assisted intake solutions streamline the process of gathering and processing information, improving accuracy and reducing processing time.

c. Experience in AI Ethics, Data Privacy & Security:

NeuroSoph is committed to responsible AI development, adhering to the [NIST AI Risk Framework](#) and prioritizing fairness, accountability, and inclusivity in AI systems. We emphasize data privacy and security compliance throughout the AI development process, collaborating with diverse stakeholders, maintaining human oversight, and conducting rigorous testing. Our extensive experience in the public sector, including participation in the Massachusetts and Rhode Island AI Task Forces, equips us with practical knowledge in crafting transparent, ethical and responsible AI strategies for government settings.

d. Proven Success in Developing AI Strategies & Roadmaps:

NeuroSoph has a proven track record for developing AI strategies and roadmaps, particularly in the public sector. Our comprehensive AI strategy and consulting services assist government entities in assessing AI readiness, planning, developing, implementing, and maintaining effective and responsible AI initiatives that align with their goals, ethical standards, and regulatory requirements.

Our implementation and support services encompass a wide range of offerings, including infrastructure and technology recommendations, data preparation, proof of concepts, custom AI model development, pilot projects, deployment and integration, as well as ongoing support and maintenance. We tailor our AI implementation process to meet each customer's specific needs, carefully considering their unique goals and existing infrastructure.

NeuroSoph has successfully collaborated with numerous government agencies in Massachusetts, including

the Executive Office of Technology Services and Security (EOTSS), Registry of Motor Vehicles (RMV), Department of Public Health (DPH), Department of Transitional Assistance (DTA), MassAbility, and more. We have included examples of successful implementations and references in sections 3 and 4.

e. Collaboration & Translating Technical Terms:

We ensure seamless project execution by assigning a dedicated project manager to each project. This manager is responsible for maintaining clear and effective communication, ensuring top-notch service delivery, and working collaboratively with internal teams to provide comprehensive, easy-to-read documentation of technical concepts. This collaborative approach ensures that all stakeholders, including those without technical skills, are well-informed and aligned throughout the project lifecycle.

f. Experience with Public Sector Compliance & Ethical Standards:

NeuroSoph is deeply committed to public sector compliance and ethical standards in AI. Our active participation in AI Task Force Government Working Groups in Rhode Island and Massachusetts helps shape frameworks for responsible AI implementation in government services. As an AWS Select Tier and Public Sector Partner with over 30 years of combined experience, we deliver innovative and transparent AI solutions that enhance service delivery and operational efficiency for government agencies. Our approach prioritizes adherence to relevant AI guidelines, maintaining human oversight for ethical and responsible AI deployments.

5.3.2 Data Security & Privacy Compliance

a. Compliance With Data Privacy Laws: NeuroSoph ensures compliance with all applicable federal, state, and local data privacy laws by conducting thorough reviews of relevant regulations such as FOIA, grant requirements, and various local, state, and federal laws. As AWS Public Sector, Qualified Software and Select Tier Partners, we utilize AWS tools for comprehensive auditing and compliance checks. Moreover, we regularly perform reviews and updates to align with evolving standards and collaborate with government partners to ensure we meet regulatory requirements.

b. Documentation for Data Protection Regulations:

NeuroSoph provides all documentation demonstrating adherence to data protection regulations or equivalent local laws.

c. Security Measures for Protecting Sensitive

Information: NeuroSoph implements robust security measures including advanced encryption standards for data in transit and at rest using secure protocols and advanced algorithms. We regularly update our encryption keys and algorithms to stay ahead of threats and implement end-to-end encryption where necessary. Additionally, we scrub any personally identifiable

information (PII) from the data, if needed, ensuring sensitive information remains confidential, secure and compliant.

Furthermore, as AWS Select Tier, Qualified Software, and Public Sector Partners, we leverage AWS's comprehensive suite of compliance and security features to ensure the security and compliance of our AI solutions. We use these tools to continually monitor performance and security to identify and address and potential issues – including regular security audits, vulnerability assessments, and compliance checks.

5.3.3 Project Management & Reporting

a. Regular Project Status Updates: We provide regular project status updates and attend meetings as needed with the organization's project management team to ensure clear and timely communication throughout the project lifecycle.

b. Detailed Final Report: Upon project completion, we submit a comprehensive final report that includes AI strategy and implementation recommendations, project outcomes and results, lessons learned, and best practices. The report also provides technical documentation, a

future roadmap, and stakeholder feedback to inform future AI initiatives and identify areas for improvement.

c. Adherence to Deadlines & Documentation:

NeuroSoph is committed to delivering projects on time, within budget, and to the highest standards of quality and compliance, leveraging our extensive experience working with multiple government agencies to meet requirements effectively.

5.3.4 Budget & Cost Estimates

For detailed pricing information, please refer to the NeuroSoph Pricing spreadsheet. Note that additional costs for software licensing, hosting, support, and data storage may apply, depending on the specific scope and requirements of the AI solution.

We offer flexible pricing structures tailored to each project's unique needs, including time and materials, fixed-price contracts, and customized arrangements, to ensure clients receive the best value for their investment.

5.3.5 Data Strategy & Management

a. Data Quality Controls: We prioritize data integrity and accuracy in AI model development by implementing rigorous data validation and enrichment processes. We use techniques such as data profiling, quality checks, and cleansing to identify and address inaccuracies, and employ data normalization, feature engineering, and data augmentation to enhance dataset quality. This ensures that our AI models are built on a foundation of trustworthy and accurate data, supporting reliable and accurate outputs.

b. Data Governance Framework: We collaborate with stakeholders to establish a robust governance framework that outlines clear policies for data ownership, usage rights, and stewardship roles, ensuring responsible data management. We provide detailed documentation addressing data management, security, and privacy requirements to facilitate compliance with public sector regulations. Additionally, we implement version control and data lineage tracking processes to maintain data provenance and transparency, enabling trust in AI-driven decision-making.

c. Data Privacy Assurance: We implement robust data protection methodologies to safeguard sensitive information throughout the AI model lifecycle. This includes scrubbing personally identifiable information

(PII) from datasets using techniques such as data masking, pseudonymization, and encryption. Our approach ensures compliance with data privacy regulations such as minimizing the risk of unauthorized access or misuse of sensitive information.

d. Data Security Protocols: We prioritize data security by implementing robust measures to ensure confidentiality, integrity, and availability. This includes strong encryption algorithms, access controls, and thorough risk assessments to identify and mitigate vulnerabilities. We have a detailed incident response plan in place and follow secure data storage and backup practices, adhering to the 3-2-1 rule and using immutable storage solutions to prevent data tampering or deletion.

e. Ongoing Data Strategy Evaluation: We recognize the need for evolving data strategies to address changing regulations and technological advancements. Our approach includes a plan for periodic evaluation and updates, enabling clients to adapt to new requirements and leverage emerging technologies. We also provide training and workshops to empower internal teams to manage and uphold the organization's data strategy, ensuring long-term success and sustainability of data-driven initiatives.

5.3.6 Ethical AI Requirements

a. Ethical Framework Alignment:

NeuroSoph Inc.'s proposed AI solutions align closely with industry-standard ethical guidelines and the organization's specific principles in several key ways:

- **NIST Framework Alignment:** Our Responsible AI Development Policy is grounded in the NIST AI Risk Management Framework, ensuring adherence to recognized standards for ethical AI and risk management.
- **Human-Centered Approach:** We integrate human-centered principles throughout the AI lifecycle, ensuring that human oversight and control are prioritized in decision-making.
- **Ethical Standards & Governance:** Ethical standards and robust security frameworks are embedded in our AI implementations, promoting accountability and governance in line with industry standards.

- **Stakeholder Collaboration:** At NeuroSoph we maintain ongoing dialogue with diverse groups to address policy considerations and ethical concerns in AI development.
- **Continuous Monitoring:** We commit to ongoing monitoring to ensure our AI systems align with organizational values and ethical standards, facilitating responsible use.
- **Transparency & Explainability:** NeuroSoph's solutions emphasize transparency and explainability, adhering to key principles for ethical AI development.

NeuroSoph's approach to integrating fairness and inclusiveness into AI development focuses on:

- **Diverse Data Training:** We use diverse and representative datasets to train AI models, reducing the risk of biased outputs.
- **Bias Mitigation:** NeuroSoph actively identifies and address biases in both datasets and algorithms to prevent discriminatory outcomes.
- **Human-Centered Design:** We involve diverse stakeholders and users throughout the development process to identify and mitigate potential biases.
- **Adherence to Standards:** NeuroSoph follows established guidelines like the NIST AI Risk Framework to ensure fairness, accountability, and inclusivity.
- **Continuous Improvement:** Our methodologies are regularly updated to address emerging fairness concerns and incorporate best practices.
- **Rigorous Testing:** NeuroSoph conducts thorough testing to identify and eliminate biases before deployment.
- **Stakeholder Collaboration:** At NeuroSoph we maintain ongoing dialogue with diverse groups to address policy considerations and ethical concerns in AI development.
- **Privacy Protection:** NeuroSoph prioritizes user privacy in our AI applications, ensuring fair and ethical data usage.
- **Transparency:** We commit to making our AI systems as transparent as possible, allowing for scrutiny and trust-building.

b. Bias Detection & Mitigation:

NeuroSoph is committed to identifying and reducing bias in AI training data and algorithms by using the following techniques:

- **Comprehensive Approach to Fairness and Equity:** Ensure fairness and equity in AI-driven decisions by identifying and reducing bias in training data and algorithms.
- **Diverse & Representative Datasets:** Train models on carefully sourced datasets to maintain balanced representation across demographic groups.
- **Rigorous Data Auditing:** Conduct thorough audits to address biases in datasets, preventing discriminatory outcomes from the outset.
- **Algorithmic Fairness Techniques:** Implement techniques during model training to further mitigate bias.
- **Specialized Bias Detection Tools:** Utilize tools for continuous monitoring of bias throughout the AI lifecycle.
- **Human-Centered Design Approach:** Involve diverse stakeholders and end-users in the development process to identify potential biases that may not be apparent in data or algorithms alone.
- **Cross-Validation Testing:** Conduct testing across different subgroups to ensure consistent model performance and address disparities in accuracy.
- **Combination of Technical Approaches & Stakeholder Insights:** Strive to create AI systems that are technically sound, fair, equitable, and respectful of human values, actively working to prevent discriminatory outcomes.

To effectively track bias throughout the deployment and operation of our AI system, we propose the following ongoing monitoring techniques:

- **Continuous Monitoring:** Implement continuous monitoring to maintain data quality standards, which is essential for the performance and accuracy of AI models.
- **Regular Audits:** Conduct regular audits to ensure compliance with data quality standards and identify inconsistencies or errors that could introduce bias.

- **Stakeholder Engagement:** Engage with stakeholders to gather diverse perspectives on potential biases, helping to identify blind spots in the system.
- **Ongoing Training:** Provide continuous training for team members and stakeholders to reinforce expectations around data quality and bias prevention.
- **Comprehensive Documentation:** Offer detailed documentation that guides users through functionalities and usage scenarios, aiding in the identification of potential biases.
- **Transparency and Explainability:** Prioritize transparency by documenting development processes, data sources, and decision-making algorithms, making it easier to track bias.
- **User Feedback Mechanisms:** Establish systems for users to report perceived biases, facilitating prompt identification and resolution.

c. Transparency Protocols:

We prioritize transparency and explainability in our AI solutions, providing clear and comprehensive documentation that reveals how AI-driven decisions are made. This includes detailed information on development processes, data sources, and decision-making algorithms.

To ensure transparency and explainability in our AI solutions, we implement a comprehensive documentation process that provides insight into data sources, decision logic, and model outputs. Key components includes:

- **Data Source Documentation:** Detailed information on data collection methods, quality, and potential biases.
- **Decision Logic Transparency:** Clear explanations of algorithms and models used, along with flowcharts or diagrams of the decision-making process.
- **Model Output Interpretation:** Guidelines for interpreting model outputs, including confidence levels and potential limitations.
- **Development Process Insights:** Overview of the development lifecycle, key decisions, and version history.
- **User Guides:** Step-by-step documentation for setup, configuration, and usage scenarios, including troubleshooting sections.

- **Explainability Reports:** Regular reports detailing how specific decisions were made, along with case studies illustrating real-world scenarios.

d. Accountability Measures:

To define accountability measures for AI development and use, we propose the following framework that emphasizes tracking actions, decisions, and changes to the model:

- **Embedding Ethical Standards & Compliance:** Integrate ethical standards, security frameworks, and compliance measures into AI implementations to ensure accountability and governance.
- **Continuous Monitoring:** Implement ongoing monitoring to verify alignment with organizational values and ethical standards, ensuring responsibility and integrity.
- **Regular Audits:** Conduct regular audits to assess adherence to guidelines and identify inconsistencies in AI performance.
- **Documentation of Actions & Decisions:** Maintain detailed documentation tracking all actions, decisions, and changes made to the AI model, including data sources and decision logic.
- **Human Oversight:** Ensure human oversight at every stage of development and deployment, allowing for intervention to uphold ethical standards.
- **Cross-Jurisdictional Consistency:** Adhere to relevant AI guidelines across all jurisdictions to ensure compliance and ethical consistency.
- **Explainable AI (XAI):** Utilize explainable AI techniques to provide clear justifications for AI-driven decisions, enhancing transparency.
- **Stakeholder Engagement:** Engage stakeholders throughout the development process to gather feedback on performance and address ethical concerns.
- **Feedback Mechanisms:** Establish channels for users to report issues or concerns related to AI decisions for prompt investigation.

We propose periodic reviews of data quality, model performance, and decision-making processes. Additionally, we recommend implementing automated

auditing tools and conducting human-led evaluations to detect and address potential biases, errors, or non-compliance issues.

e. Impact Assessments:

Regular Ethical Impact Assessments: NeuroSoph's approach to ethical impact assessments is rooted in our Responsible AI Development Policy, which aligns with the NIST AI Risk Management Framework. We conduct thorough risk assessments to identify potential harms and implement targeted measures to mitigate these risks. Our assessments evaluate societal, cultural, and operational impacts by:

- Involving diverse stakeholders and users in the development process to identify and mitigate biases.
- Training models on diverse and representative datasets to promote fairness and equity.
- Continuously monitoring AI systems to verify alignment with organizational values and ethical standards.

Framework for Addressing Findings:

- **Transparency & Explainability:** NeuroSoph provides clear and comprehensive documentation on how AI-driven decisions are made, including development processes, data sources, and decision-making algorithms. This transparency allows for easier identification and correction of issues.
- **Accountability & Governance:** we embed ethical standards, robust security frameworks, and compliance measures into our AI implementations. This ensures a structured approach to addressing any findings from impact assessments.
- **Continuous Monitoring:** we verify that AI systems align with organizational values and ethical standards through ongoing monitoring, which allows timely corrective actions when needed.
- **AI Task Force Involvement:** As active members of the Rhode Island and Massachusetts Government AI Task Force Groups, we stay informed about the latest standards and guidelines, enabling us to quickly adapt framework and implement corrective actions based on emerging best practices.

5.4 Deliverables

NeuroSoph is well-equipped to deliver the following:

a. Initial AI Strategy Report:

- Comprehensive analysis of NCTCOG's current technological landscape.
- Identification of key AI opportunities aligned with organizational goals.
- Preliminary recommendations for AI integration.

b. Feasibility Study with AI Use Case Recommendations:

- Detailed evaluation of proposed AI use cases.
- In-depth data strategy component covering quality, governance, and integration readiness.
- Pros, cons, and cost-benefit analysis for each recommended AI application.

c. 5-Year AI Roadmap & Implementation Plan:

- Phased approach for AI adoption across NCTCOG and member organizations.
- Detailed timelines, deliverables, resource allocation, and budget projections.
- Risk assessment and mitigation strategies.

d. Pilot Implementation Plan:

- Selection criteria for pilot projects.
- Detailed execution strategy for chosen pilots.
- KPIs and success metrics.

e. Staff Training Sessions & Knowledge Transfer:

- Customized training modules for different organizational levels.
- Hands-on workshops and practical AI application sessions.
- Comprehensive knowledge transfer documentation.

f. Ethical AI Guidelines Documentation:

- Detailed framework for ethical AI implementation.
- Bias detection and mitigation strategies.
- Accountability and transparency measures.

g. Final Project Report:

- Comprehensive evaluation of implemented AI initiatives and lessons learned.
- Measurable outcomes and impact assessment.
- Strategic recommendations for future AI integration and expansion.

5.5 Warranty/Guarantee

At NeuroSoph, we offer a comprehensive warranty for our AI products and services tailored to the unique needs of public sector organizations. Our warranty covers:

- **Data Verification:** Ensuring high-quality, accurate data that meets government agency standards.
- **Regulatory Compliance:** Guaranteeing adherence to relevant laws and regulations.

- **Third-Party Guarantee:** Providing an additional layer of assurance for performance, fairness, and robustness.

This warranty gives government entities confidence in our AI solutions, ensuring reliability and trustworthiness in the delivery of public services.

APPENDIX A.1		
Pricing for TXShare Cooperative Purchase Program Participants		
Artificial Intelligence (AI) Consultancy Services		
Item	Description	Price (\$)
1	Principal Account Manager	250/hr
2	Account Manager	200/hr
3	Chief Technology Officer	250/hr
4	Senior Project Manager	250/hr
5	Project Manager	200/hr
6	Senior Project Coordinator	150/hr
7	Project Coordinator	125/hr
8	Senior Software Engineer	200/hr
9	Software Engineer	175/hr
10	Principal AI Engineer	250/hr
11	AI Engineer	200/hr
12	Principal Data Scientist	275/hr
13	Data Scientist	200/hr
14	Senior DBA	200/hr
15	DBA	150/hr
16	Senior Reporting Analyst	200/hr
17	Reporting Analyst	150/hr
18	Senior Network Engineer	250/hr
19	Network Engineer	250/hr
20	Senior Business Analyst	200/hr
21	Business Analyst	150/hr
22	Senior Security Analyst	250/hr
23	Security Analyst	200/hr
24	Senior Tester	200/hr
25	Tester	150/hr
26	Senior Technical Lead	250/hr
27	Technical Lead	200/hr
28	Senior Technical Writer	150/hr
29	Technical Writer	125/hr

APPENDIX A.2

EXHIBIT 1: 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="" 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 1 continued on next page)

(Exhibit 1 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	Will not service fifty (50) states	
	<input checked="" type="checkbox"/>	<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		
20.	Maryland		

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

End of Exhibit 1

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

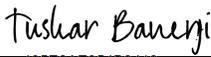
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period 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:

 405E2AE964B3413...

 Signature of Authorized Person
 Tushar Banerji

 Name of Authorized Person
 NeuroSoph Inc.

 Name of Company
 5/28/2025

 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

 5/28/2025

 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

5/28/2025
 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.

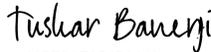
The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm 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:

 405E2AE954B3413...

Signature of Authorized Person

Tushar Banerji

Name of Authorized Person

President

Name of Company

5/28/2025

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:
Tushar Banerji
405E2AE954B3413...
Signature of Authorized Person

Tushar Banerji
Name of Authorized Person

NeuroSoph Inc.
Name of Company

5/28/2025
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:

405E2AF954B3413

Signature of Certifying Official

President

Title
5/28/2025

Date of Certification

Form 1734
Rev.10-91
TPFS