

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

Tryfacta Inc. ("Contractor")
4637 Chatbot Drive, Suite 100
Pleasanton, CA 94588

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:

Tryfacta Inc.

Attn: Arman Dhar

4637 Chatbot Drive, Suite 100

Pleasanton, CA 94588

Phone: 925-640-3641

Email: arman.dhar@tryfacta.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.

Tryfacta Inc.

North Central Texas Council of Governments



 Signature Date 5/13/2025

 Arman Dhar
 Printed Name

 Senior Vice President- Operations
 Title

Signed by:


 Signature Date 6/1/2025

 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.



ensuring compliance with all relevant standards and requirements. Our successful partnerships with entities such as Miami-Dade County, DART, and the State of Florida further demonstrate our capability to deliver impactful AI solutions.

4.6 CLEARLY STATE ANY SIGNIFICANT REQUIREMENTS FROM THE SCOPE OF WORK THAT YOU ARE UNABLE TO MEET.

We are confident in meeting all project requirements. Our extensive experience in AI implementation, regulatory compliance, and process automation ensures desired outcomes. We provide end-to-end support, from AI strategy development to implementation and continuous optimization, ready to deliver exceptional value to the NCTCOG team.

4.7 IF APPLICABLE, IDENTIFY ANY SUBCONTRACTORS OR THIRD-PARTY SERVICES

We are not using subcontractors or third-party services for this RFP. However, we have strong local partners who support our initiatives with their expertise and resources. Our partners are selected for their proven track record and ability to meet our standards, allowing us to maintain oversight and quality control while leveraging their strengths.

4.8 PROVIDE A GENERAL EXPLANATION AND CHART WHICH SPECIFIES PROJECT LEADERSHIP AND REPORTING RESPONSIBILITIES, AND HOW THE TEAM WILL INTERFACE WITH NCTCOG

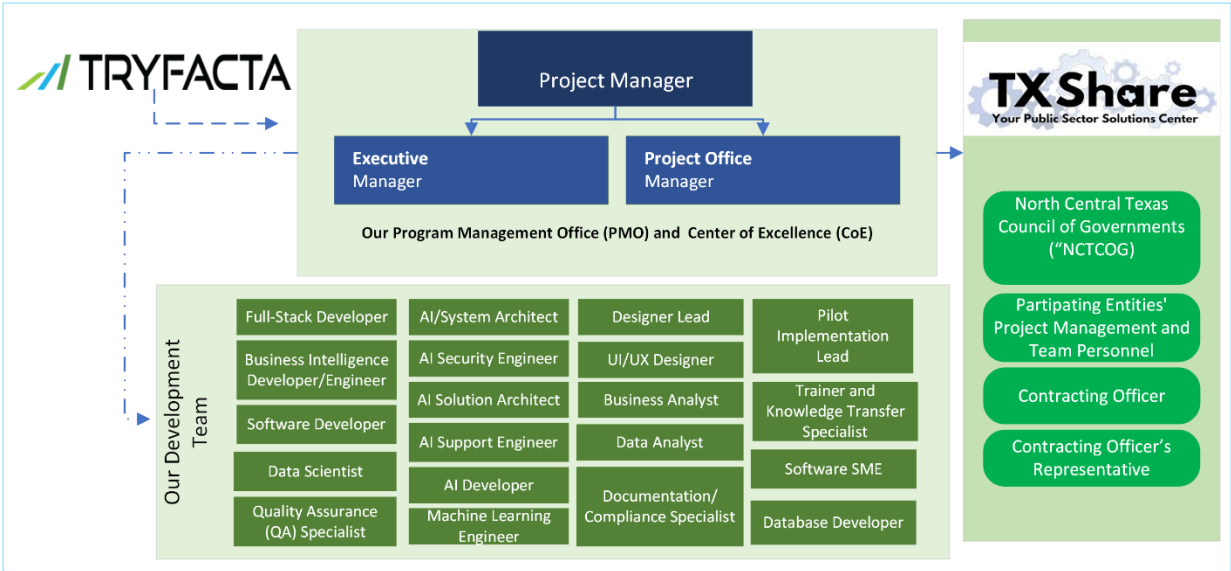


Figure 2:Tryfacta's Proposed Project Team

Tryfacta’s proposed organizational structure will ensure seamless collaboration, clear reporting lines, and efficient execution. Led by **Sharon Griffin, the Project Manager**, the Program Management Office (PMO) and Center of Excellence (CoE) oversee the Executive Manager, Project Office Manager, and specialized teams. These teams collaborate closely with the NCTCOG, participating entities, the Contracting Officer, and the Contracting Officer’s Representative. Our proposed project team involves Full-Stack Developers, AI/System Architects, Machine Learning Engineers, and Data Scientists for technology innovation; UI/UX Designers and Design Leads for user experience; and Business Analysts, Data Analysts, and Compliance Specialists for operational accuracy. The Pilot Implementation Lead and Knowledge Transfer Specialist ensure smooth implementation and transition, supported by domain-specific SMEs and Database Developers. This structure promotes accountability, efficiency, and alignment with stakeholder objectives.

5. **TECHNICAL PROPOSAL**

Tryfacta recognizes the NCTCOG’s vision of leveraging AI to transform operational efficiency, optimize processes, and ensure long-term strategic alignment. To meet these objectives, we will employ the “AI-



First Approach”—a comprehensive, phased methodology designed to assess current organizational readiness, recommend AI solutions, and deliver sustainable, scalable, and compliant AI systems while empowering internal teams for long-term adoption.

By prioritizing high-quality data, we ensure data integrity and relevance, supporting effective algorithms. We develop sophisticated algorithms to enhance data analysis, leading to improved predictions and automated processes. We translate AI capabilities into tangible business outcomes, optimizing operations and enhancing customer experiences. Our approach fosters continuous learning through **agile methodologies**, allowing quick adaptations based on feedback and market changes. We empower internal teams with training and resources for **long-term AI adoption**. Additionally, we create detailed roadmaps with timelines, milestones, and resource allocation for AI initiatives aligned with organizational goals. This balanced strategy enhances human capabilities alongside AI, positioning NCTCOG for operational efficiency, optimized processes, and sustainable growth.



Figure 3:Tryfacta's Overall Technical Approach

5.1 OBJECTIVES:

Our approach is structured around the following key phases to align with NCTCOG’s objectives

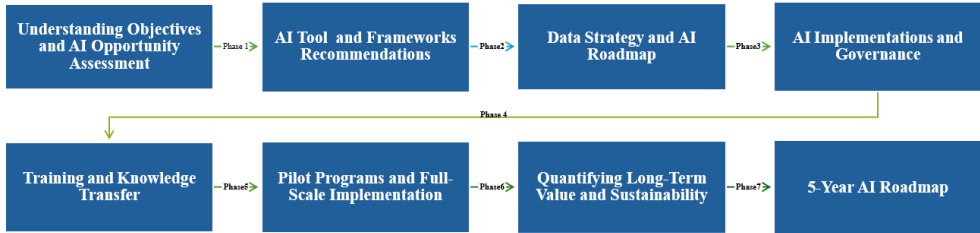


Figure 4: Approach to Accomplish NCTCOG Objectives

Phase 1: Understanding Objectives and AI Opportunity Assessment

Step 1: Stakeholder Engagement and Needs Analysis

Our methodology will begin with engaging NCTCOG’s stakeholders through a series of structured workshops, interviews, and surveys to understand organizational processes and department-specific goals fully. This will involve

- Public Safety: Identifying how AI can optimize response times, enhance resource allocation, and improve predictive crime analytics.
- Citizen Engagement: Exploring AI-driven chatbots for 24/7 personalized resident interaction and tools for inclusive citizen outreach.
- Infrastructure Maintenance: Assessing opportunities for predictive maintenance using AI to analyze sensor data and reduce costly failures.

Step 2: AI Suitability Mapping Using the AI-First Framework

We will conduct a comprehensive analysis of NCTCOG’s current workflows and systems using our AI Maturity Model, which evaluates:

- Feasibility of AI integration (technical and resource constraints).
- Potential business impact, ranked by operational, financial, and citizen service benefits.
- AI readiness across key organizational units.



Phase 2: AI Tool and Frameworks Recommendations

To effectively recommend scalable AI tools and frameworks aligned with organizational objectives, we conduct a thorough evaluation of the existing technology infrastructure to identify gaps and opportunities.

- ✓ This includes recommending development tools like **TensorFlow**, **PyTorch**, or **scikit-learn** for model building and cloud platforms such as **AWS SageMaker**, **Google Cloud AI**, or **Azure AI** for scalable deployment.
- ✓ We will adopt an **Agile framework** to prioritize implementation iteratively, ensuring flexibility and responsiveness to feedback.
- ✓ We will perform industry-standard evaluations to assess the compatibility of these tools with current systems and analyze their return on investment (ROI), enabling organizations to leverage AI effectively while enhancing operational efficiency and driving sustainable growth.

Phase 3: Data Strategy and AI Roadmap

Step 1: Comprehensive Data Strategy Development: Data is the foundation of AI, and we will establish a robust data strategy focused on quality, governance, privacy, and security:

- **Data Quality:** Our team of data analysts will conduct audits to identify gaps and inconsistencies in current datasets and implement data cleaning and enrichment processes to enhance dataset quality.
- **Data Governance:** We will define policies for data usage, ownership, and access controls. We will also establish a data stewardship framework to ensure accountability and regular policy reviews.
- **Compliance:** Our team will ensure adherence to federal, state, and local regulations (e.g., FOIA, GDPR, HIPAA). We will conduct regular compliance audits to adapt to evolving legal requirements.

Step 2: Strategic AI Roadmap Development: We will create an AI roadmap with detailed timelines, milestones, and deliverables that align with NCTCOG's strategic priorities. This involves

- **Integration Plans:** Developing strategies for integrating AI solutions with existing legacy systems.
- **Resource Allocation:** Identifying necessary resources, including personnel, technology, and budget for AI implementation.
- **Training Timelines:** Establishing training programs to equip staff with skills in AI technologies and methodologies.
- **Success Metrics and KPIs:** Defining metrics and KPIs to measure AI adoption progress (e.g., model accuracy, operational efficiency).

Phase 4: AI Implementations and Governance

Step 1: Agile Execution of AI Initiatives: We will execute the roadmap using **Agile methodologies**, incorporating:

- **Sprint Planning and Execution:** Defining sprint goals, conducting daily stand-ups, and iterative testing.
- **Proofs of Concept (PoC):** Developing prototypes to validate AI solutions before full-scale deployment.

Step 2: Scaled Deployment and Change Management: We will implement AI solutions incrementally, ensuring:

- Seamless integration with existing systems.
- Adoption through structured change management processes and ongoing user engagement.

Step 3: Establishment of Governance Framework: Our governance approach will define roles and responsibilities for overseeing AI initiatives, including:

- Policies for explainability and ethical AI use.
- Administrative and technical controls to ensure secure and transparent AI operations.

Step 4: Regulatory Compliance Integration: We will conduct a compliance audit to ensure all AI systems align with FOIA, grant, state, and federal regulations. This includes:

- Adherence to transparency and accountability standards.
- Policies for data privacy, bias mitigation, and algorithmic explainability.



Phase 5: Training and Knowledge Transfer	
<p>Step 1: AI Training and Workforce Enablement: We will collaborate with NCTCOG stakeholders to develop a customized structured training program that includes but not limited to:</p> <ul style="list-style-type: none">• <u>AI Awareness:</u> Foundational knowledge for leadership and stakeholders.• <u>Tool Proficiency:</u> Hands-on training for IT and department-specific teams on tools like Azure AI or AWS SageMaker.• <u>AI Operations:</u> Maintenance and monitoring best practices for long-term sustainability. <p>Step 2: Knowledge Transfer Plan</p> <ul style="list-style-type: none">• We will ensure seamless knowledge transfer through:<ul style="list-style-type: none">○ Comprehensive documentation and user guides.○ Shadowing opportunities with consultants to build internal expertise.○ Role-specific training modules and documentation.○ Post-training assessments to validate staff readiness.	
Phase 6: Pilot Programs and Full-Scale Implementation	
<p>Step 1: Pilot Execution and Feedback Loops: We will pilot AI solutions for prioritized use cases, ensuring iterative improvements through stakeholder feedback.</p> <p>Step 2: Full-Scale Deployment and Support: We will transition successful pilots into full-scale implementations, supported by:</p> <ul style="list-style-type: none">• Comprehensive monitoring and performance optimization.• Fully operational AI systems integrated into NCTCOG’s workflows.• Monitoring dashboards for ongoing performance tracking.	
Phase 7: Quantifying Long-Term Value and Sustainability	
<p>Step 1: Business Case Development: We will quantify the value AI brings to NCTCOG by demonstrating:</p> <ul style="list-style-type: none">• Cost savings and efficiency improvements.• Enhanced citizen satisfaction and service quality. <p>Step 2: AI-Driven Performance Monitoring:</p> <ul style="list-style-type: none">• Using tools like Tableau and Grafana, we will implement dashboards for continuous performance monitoring, helping identify trends, resolve bottlenecks, and measure ROI.	
Phase 8: 5-Year AI Roadmap	
<ul style="list-style-type: none">• Establish clear, measurable goals for AI initiatives that align with NCTCOG's strategic priorities.• Evaluate our current AI adoption level using a five-stage maturity model to identify necessary steps for advancement.• Develop Implementation Phases• Involve internal teams, community representatives, and external partners in the roadmap development process to ensure alignment with community needs.	<pre>graph TD; Y12[Year 1-2: Focus on data quality, infrastructure development, and pilot projects.] --> Y3[Year 3: Scale successful pilots into larger implementations across departments.]; Y3 --> Y45[Year 4-5: Optimize and innovate based on feedback and performance metrics.];</pre>

5.2 SCOPE OF WORK

5.2.1 AI Strategy Development

Tryfacta leverages its expertise in developing AI strategies to guide organizations in integrating artificial intelligence into their operations to meet their strategic business goals through comprehensive planning and application. Our consultants assess AI readiness, set clear objectives, identify suitable applications, and create strategic implementation plans. We help establish infrastructure, suggest team composition, conduct architecture reviews, manage risks, and ensure AI solutions are ethical and socially responsible..

a. Collaborate closely with individual departments to identify specific AI use cases
We will collaborate with individual departments using a structured methodology to identify AI use cases, challenges, and opportunities. This is achieved through:



Stakeholder Engagement: Using the *Design Thinking methodology*, we will facilitate a human-centered approach to identifying AI use cases:

- ✓ **Empathy Mapping:** We will conduct workshops to understand the needs, goals, and frustrations of each department, focusing on areas where AI can enhance efficiency or decision-making.
- ✓ **Targeted Interviews:** We will leverage the Five Whys technique during interviews with department leaders to uncover root challenges and opportunities where AI can drive value.
- ✓ **Comprehensive Surveys:** Using the Delphi Method, we will gather consensus among diverse stakeholders, ensuring the identification of AI use cases that reflect shared priorities.

Data Analysis: We will apply *MoSCoW Prioritization* and *Cost-Benefit Analysis* to rank use cases based on impact, feasibility, and ROI.

High-Impact Use Cases:

- ✓ **Public Safety:** We will implement *Predictive Analytics* models using historical data to identify high-risk areas and optimize resource deployment for emergency response. Our team will also leverage *NLP* for real-time transcription and analysis of emergency calls to improve situational awareness and response coordination.
- ✓ **Procurement Optimization:** Our team will use *AI-Driven Spend Analysis* to identify cost-saving opportunities and optimize supplier selection processes. Additionally, we will employ ML Algorithms to predict future procurement trends and adjust inventory planning accordingly.

Solution Development: Using the *Agile Methodology*, we will deliver AI solutions through iterative development cycles. This is achieved by

- ✓ Breaking down each AI use case into manageable tasks and prioritizing development based on NCTCOG goals.
- ✓ Developing prototypes through minimum viable products (MVPs) using tools like Python, TensorFlow, or PyTorch for testing AI models.
- ✓ Engaging with end-users throughout development to refine solutions based on their feedback and operational needs.

Cross-Department Collaboration: Following this, we will implement Systems Thinking to design scalable AI solutions and integrate them across departments with tools like MuleSoft. This streamlined approach ensures AI solutions deliver measurable value and align with both departmental and strategic objectives.

b. Conducting an AI Needs Assessment

Tryfacta will conduct a robust needs assessment for AI adoption, involving a multi-dimensional approach to tailor effective, sustainable, and scalable AI solutions. Our AI experts will *identify key operations and processes* where AI can enhance efficiency, decision-making, or customer interaction. We will *evaluate NCTCOG's current technology* to identify gaps or inefficiencies that AI can address. Based on this assessment, we'll *pinpoint areas for AI integration* to streamline workflows, enhance decision-making, or improve customer engagement, prioritizing those with the highest impact on efficiency and strategic objectives. Our AI specialists will *align AI strategies with NCTCOG's business goals* to ensure AI implementations are effective and strategically focused, driving measurable improvements in performance and competitiveness.

c. Develop a long-term AI strategy aligned with the organization's strategic plan and 5-year vision.

We will create a comprehensive AI strategy aligned with the organization's broader goals, ensuring scalability over the next five years.

- **Vision and Objectives:** Define strategic objectives for AI adoption with *SMART Goals* and develop measurable KPIs to track progress, such as improving operational efficiency through AI-driven automation or enhancing decision-making with predictive analytics.
- **Roadmap and Milestones:** Develop a 5-Year AI Roadmap using MoSCoW Prioritization to rank initiatives by importance and feasibility. Outline key milestones with clear timelines and resource



requirements. Use the *Scaled Agile Framework* (SAFe) for phased delivery of AI capabilities, incorporating early wins through pilot projects in high-impact areas.

- **Governance and Ethics:** Establish robust governance structures using frameworks like ISO 38505-1 for IT governance, ensuring transparency, accountability, and compliance with ethical and legal standards. Integrate Hoshin Kanri to align AI initiatives with the organization’s strategic vision, ensuring they contribute directly to mission-critical goals. Maintain ethical standards, including fairness, bias mitigation, and explainability, throughout the AI implementation process.

5.2.2 Feasibility Study and Use Case Identification

We will conduct a comprehensive Feasibility Study and Use Case Identification for NCTCOG to explore the integration of AI across its operations. This study will focus on identifying potential AI use cases, analyzing their feasibility, and assessing their value while ensuring compliance with relevant regulations.

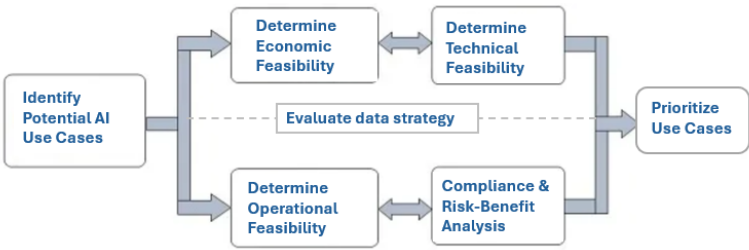


Figure 5: Approach to Feasibility Study and Use Case Identification

a. Identify Potential AI Use Cases

Our team of AI experts will

- Conduct stakeholder workshops and interviews to identify pain points, inefficiencies, and opportunities for AI integration across departments.
- Utilize Design Thinking methodologies to uncover needs and gather input on potential AI solutions.
- Collaborate with subject matter experts (SMEs) to explore various AI techniques for various AI use cases tailored to NCTCOG's operational needs. This will include:
 - *Public Safety Enhancements:* Implementing predictive analytics for crime prevention and emergency response optimization.
 - *Infrastructure Management:* Utilizing AI for predictive maintenance of transportation systems and public facilities.
 - *Citizen Engagement:* Developing AI-driven platforms for improved communication and service delivery to residents.

b. Feasibility Assessment and Value Analysis

For each identified use case, we will conduct a detailed feasibility analysis:

- Technical Feasibility: Assess existing technology infrastructure, data quality, and AI readiness using tools like Technology Readiness Levels (TRL).
- Operational Feasibility: Evaluate workforce readiness and operational constraints with Change Management strategies to ensure smooth AI integration.
- Financial Feasibility: Conduct a Cost-Benefit Analysis to determine expected ROI by comparing AI adoption costs with anticipated value.

c. Compliance and Risk-Benefit Analysis

- ✓ Compliance Requirements: Our Compliance Specialists will document external regulations (e.g., GDPR/CCPA, FOIA, state/federal laws) and internal policies for each AI use case, ensuring adherence to data protection laws, privacy standards, and ethical AI principles.
- ✓ Risk-Benefit Analysis: For each use case, we will analyze potential pros, cons, and risks, including AI model biases, data security risks, and operational challenges, versus expected benefits like cost savings, improved decision-making, or operational efficiency.

d. Data Strategy Considerations



Our team of AI experts and data analysts will ensure the feasibility study includes a thorough evaluation of data strategy, focusing on:

- ✓ **Data Quality** to assess the availability, accuracy, & completeness of the data required for AI models.
- ✓ **Data Governance** to evaluate existing governance structures and recommend improvements for compliance, data stewardship, and accountability.
- ✓ **Integration Readiness** to review current systems to assess integration readiness, ensuring AI solutions can be seamlessly connected with existing platforms and data sources.

e. **Prioritize Use Cases**

Tryfacta’s team will use frameworks like **MoSCoW Prioritization and Pareto Analysis** to prioritize use cases based on:

- **Impact:** The potential positive effects on NCTCOG’s operations and service delivery.
- **Ease of Deployment:** The complexity involved in implementing each use case, considering available resources and timelines.

5.2.3 **AI Solution Design and Roadmap**

We will develop a comprehensive **AI Solution Design and Roadmap** for the NCTCOG that will address both external and internal compliance requirements while outlining a clear path for AI implementation. This roadmap will ensure that all AI solutions are ethical, secure, and aligned with public sector regulations.

a. **Compliance Research and Documentation**

To ensure the safe and legal implementation of AI solutions, our consultants will conduct in-depth research and analysis of both external and internal compliance requirements.

External Compliance:

Freedom of Information Act (FOIA)	Detail requirements for data access, transparency, and public information dissemination to comply with federal standards.
Grant Compliance	Identify specific grant requirements, including reporting structures, allowable expenditures, and performance tracking.
Local, State, and Federal Regulations	Document regulations such as Texas Data Privacy and Security laws, NIST standards, and other jurisdictional mandates to ensure full compliance.

Internal Compliance:

Technical Controls	Our consultants will develop guidelines for securing AI systems, including implementing role-based access controls , ensuring data encryption at rest & in transit, integrating SDLC practices , deploy logging and monitoring systems .
Administrative Controls	<ul style="list-style-type: none">• Establish an AI Ethics and Oversight Board.• Develop and enforce SOPs for AI projects.• Define stakeholder responsibilities.• Require periodic compliance training.
Policy Controls	Craft policies outlining acceptable AI use, risk management, ethical considerations, and protocols for bias detection and mitigation in AI applications.

b. **AI Model and Framework Design**

Our approach to building AI models and framework design for NCTCOG is structured and focused on delivering measurable outcomes.

Step 1- Define Objectives & Prioritize Use Cases:

Our AI experts will collaborate with NCTCOG stakeholders to identify goals and prioritize use cases based on ROI and feasibility, such as *predictive analytics for public safety*, *NLP for citizen engagement*, and *ML for predictive maintenance*.



Figure 6: AI Model Framework and Design

Step 2- Data Collection & Preprocessing: We will gather relevant, high-quality data, clean and normalize it, and split it into training and testing sets to ensure optimal model performance.

Step 3- Select Frameworks & Tools: Leveraging various AI frameworks like *TensorFlow*, *PyTorch*, or *Keras*, we will ensure compatibility with NCTCOG infrastructure and compliance requirements.

Step 4- Design Neural Networks: We will customize neural network architectures tailored to each use case, such as transformer models for NLP or deep learning models for predictive analytics.

Step 5- Train Models: Our team will define loss functions, optimizers, and parameters to train models iteratively, improving performance based on metrics like accuracy and precision.

Step 6- Prototype & Evaluate: Next, we will develop prototypes to validate performance, scalability, and accuracy, ensuring readiness for operational deployment.

Step 7- Optimize Models: Our team will enhance performance through techniques like regularization, dropout, and hyperparameter tuning to maximize results.

Step 8- Test & Deploy: We will conduct rigorous testing on independent datasets, deploy validated models into production, and monitor performance for continuous improvement.

c. Comprehensive Roadmap Development

Tryfacta's team of AI experts will develop a detailed AI roadmap to provide a clear path for implementation, governance, and performance monitoring. We will establish an oversight committee to monitor projects, address ethical concerns, and ensure alignment with organizational goals. A risk management plan will be developed to mitigate issues such as data breaches and algorithmic bias. The project timeline includes researching compliance requirements, finalizing use cases, validating prototypes, deploying pilot projects, and expanding successful initiatives. Resource requirements will involve assigning data scientists and AI engineers while securing necessary computational resources. Key performance indicators (KPIs) will measure operational efficiency, citizen engagement, compliance adherence, and scalability.

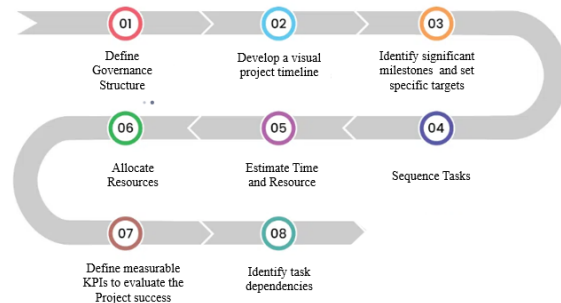


Figure 7: AI Roadmap Development

d. Cost Analysis

For each proposed AI solution, our team will provide a detailed cost analysis to ensure financial transparency and informed decision-making. Our analysis will include:

- **Development Costs:** Detailed breakdown of costs for design, prototyping, testing, and deployment of AI models and tools.
- **Cloud and Compute Costs:** Estimated expenses for cloud infrastructure, including computational resources, storage, and networking required for AI workloads.
- **Licensing and Subscriptions:** Costs for acquiring necessary licenses and subscriptions for software tools, frameworks, and third-party services.
- **Cloud Storage and Backup:** Financial estimates for storage solutions, including backup and disaster recovery plans.
- **Training and Support:** Budget allocations for training internal teams and providing ongoing technical support.
- **Long-Term Maintenance:** Projections for maintenance costs, including updates, retraining of AI models, and compliance audits.

e. Ethical and Regulatory Alignment

Tryfacta's AI experts will address various critical considerations to ensure that all AI solutions align with ethical guidelines and public sector regulations. These involve:

- **Data Privacy Laws:** Compliance with regulations like GDPR (if applicable) and internal data loss prevention (DLP) policies.



- Ethical Guidelines: Integration of ethical AI practices to ensure transparency, fairness, and accountability in AI operations.
- Bias Mitigation: Regular assessment and remediation of biases in AI models to promote equitable outcomes.
- Transparency: Clear documentation and communication of AI decision-making processes to foster trust and accountability.
- Data Governance: Implementation of robust governance frameworks to manage data integrity, quality, and security.

5.2.4 Pilot Testing and Implementation Support

Tryfacta’s team of AI experts will provide end-to-end support to ensure the successful deployment, evaluation, and scaling of AI pilot solutions for the NCTCOG. This process will involve structured planning, iterative evaluation, comprehensive troubleshooting, and sustainable scaling, all aligned with NCTCOG's strategic objectives.

a. Guiding the Organization Through Pilot AI Solution Implementation

- To guide NCTCOG through pilot AI solutions, we will use a phased approach:
- Phase 1 - Selecting Pilot Use Cases:** Identify high-impact areas like public safety, citizen engagement, and predictive maintenance, focusing on manageable projects with tangible outcomes.
 - Phase 2 - Establishing Objectives and KPIs:** Define measurable goals (e.g., reducing maintenance costs, improving response times) and align KPIs with NCTCOG’s strategic priorities.
 - Phase 3 - Building Cross-Functional Teams:** Form teams with IT, data science, and business unit representatives to ensure technical feasibility and operational alignment.
 - Phase 4 - Rapid Implementation Using Agile Methodologies:** Use iterative cycles to prototype, test, and refine AI solutions, monitor KPIs with tools like Tableau or Power BI, and gather feedback from employees and citizens.
 - Phase 5 - Resource Optimization:** Ensure access to clean data, robust AI tools, and technical expertise, using platforms like Azure Machine Learning, AWS SageMaker, or Google Cloud AI for development and deployment.

b. Working with Stakeholders to Evaluate, Troubleshoot, and Refine Pilot Projects

We will collaborate with NCTCOG stakeholders across key departments, including public safety, transportation, and infrastructure, to evaluate pilot AI solutions. Our collaborative discussions will focus on key areas of evaluation, including *technical performance, business impact, scalability, and alignment with strategic goals*. Leveraging tools like Tableau or Power BI, we will present real-time updates on KPIs such as cost savings, efficiency improvements, and error reduction. Stakeholder feedback from end-users, technical teams, and leadership will guide refinement efforts, ensuring alignment with organizational objectives and regulatory requirements.

Key Areas of Evaluation for Pilot Project

- Technical Performance: Tryfacta’s team of AI experts will assess whether AI solutions meet benchmarks for accuracy, such as predictive maintenance or public safety response optimization.
- Business Impact: We will measure its impact on business by quantifying operational efficiency gains, cost reductions, and enhanced citizen services. We will demonstrate tangible outcomes aligned with departmental goals.
- Scalability: Our consultants will ensure AI solutions scale across departments with robust infrastructure and seamless integration into NCTCOG’s legacy systems.
- Alignment with Organizational Goals: To accomplish this, we will validate that AI initiatives align with the Council's strategic priorities, including efficiency, citizen engagement, and compliance with regulations like FOIA and grant requirements.

Troubleshooting Issues



Our technical and compliance team will work proactively to resolve challenges that may arise during pilot implementation:

- *Technical Issues:* Address performance gaps such as inaccurate predictions, data processing inefficiencies, or integration challenges with existing systems.
- *Operational Hurdles:* Identify and mitigate user adoption barriers through training and process adjustments.
- *Regulatory Compliance:* Ensure compliance with relevant legal and policy standards (e.g., FOIA, grant requirements).

Refine AI solutions

Based on evaluations and feedback, we will refine AI solutions to maximize impact:

- *Model Optimization:* Enhance accuracy, usability, and efficiency through retraining and algorithm adjustments.
- *Data Governance:* Strengthen data quality, privacy, and security to support improved decision-making.
- *Stakeholder Training:* Conduct targeted training sessions and workshops to address operational challenges, build internal capacity, and foster confidence in AI tools.

c. Post-implementation support

Seamless System Integration

Our IT experts will ensure seamless integration of AI solutions with the organization's existing infrastructure by:

- *Developing Integration Frameworks:* Utilizing APIs and middleware, we will design and implement frameworks that facilitate seamless communication between AI systems and operational platforms across key departments such as public safety, citizen engagement, and infrastructure management.
- *Addressing Compatibility Challenges:* Our team will collaborate closely with the IT department to resolve compatibility issues, ensuring secure and efficient data exchange that adheres to organizational standards and regulations.
- *Conducting End-to-End Testing:* We will perform comprehensive testing of integrated systems to verify functionality, data accuracy, and alignment with legal, operational, and performance requirements prior to full deployment.

Scaling Strategies for AI Solutions

We will develop and execute a roadmap to scale AI adoption organization wide. This will involve

- *Building a Scaling Roadmap:* Prioritize high-impact use cases like public safety, citizen services, and infrastructure management, ensuring measurable ROI and alignment with strategic goals.
- *Resource Allocation:* Strategically allocate resources to high-value areas for smooth expansion and scalability.
- *Implementing a 5-Year Roadmap:* Develop a detailed 5-year AI roadmap with clear timelines, milestones, and resource requirements for phased and sustainable AI expansion.

5.2.5 Training, Adoption, and Capacity Building

Our team of AI experts and trainers is highly experienced in delivering hands-on training, fostering innovation, and enabling sustainable AI adoption within organizations.

a. Providing Training Sessions and Materials for Staff on AI Tools and Best Practices

Tryfacta's trainers will design customized training programs for various staff groups, including IT personnel, department heads, and end-users. Using a blended learning approach, we will combine *instructor-led sessions*, *self-paced e-learning modules*, and *hands-on workshops*. Comprehensive training materials, such as guides, manuals, and video tutorials, will focus on using AI tools, interpreting results, and troubleshooting. NCTCOG staff will have access to interactive resources like online simulations and AI sandboxes to experiment in a risk-free environment. Practical demonstrations will familiarize staff with AI applications such as predictive maintenance, citizen engagement, and process automation. We will provide refresher sessions and certifications to keep staff updated on AI



technologies and best practices. Pre- and post-training assessments will measure knowledge acquisition and identify areas needing further focus, with targeted follow-up support to address learning gaps.

b. Facilitating Workshops to Build Internal AI Capabilities and Innovative Culture

To foster innovation and build internal AI capabilities, we will organize *workshops* that bring together cross-departmental teams to develop AI-driven solutions for real-world challenges. These workshops will utilize *design-thinking methodologies* to promote creative problem-solving and cultivate an innovative mindset. Staff will also be introduced to advanced topics such as AI model customization, ethical AI practices, and data governance frameworks. External AI experts will be engaged in specialized training sessions and guest lectures to enhance the organization's internal expertise.

To encourage staff engagement, we will incorporate gamified challenges, such as hackathons and AI innovation competitions, rewarding departments or individuals who successfully integrate AI solutions into their workflows. Additionally, we will establish an *AI Champion Program*, identifying and training individuals within each department who can advocate for AI adoption, provide peer support, and act as a bridge between teams and leadership, ensuring a sustainable embrace of AI across the organization.

c. Developing a Knowledge Transfer Plan

To ensure the organization can independently manage and update AI systems, we will develop a robust knowledge transfer plan. This plan will include *creating comprehensive technical documentation*, such as system architecture diagrams, model development workflows, and maintenance procedures. These resources, housed in a centralized repository, will include FAQs, troubleshooting guides, and operational protocols, accessible to all staff. *Hands-on mentorship* will pair internal staff with external AI consultants during the early stages of AI implementation, providing real-time guidance. *Shadowing sessions* will enable staff to gain practical experience in managing and optimizing AI systems, building their confidence and competence. *Sustainability* will be a priority, with IT teams trained to handle updates, fine-tune models, and address system issues independently. This training will include key areas such as machine learning algorithms, data governance, & AI ethics to ensure long-term proficiency. Our AI experts will establish a long-term support framework, including *AI Centers of Excellence (CoEs)*, to foster collaboration and knowledge-sharing among internal teams. A feedback mechanism will also be implemented to refine AI capabilities and adapt to evolving organizational needs continuously. These efforts will position the NCTCOG to sustain and scale its AI systems effectively over time.

5.3 SPECIFICATIONS AND REQUIREMENTS:

5.3.1 Consultant Expertise and Qualifications

a) Experience in providing AI consultancy services :

Tryfacta has extensive experience providing AI consultancy services to government agencies and public sector organizations, including Miami Dade County, DART, Crimson Solutions, and HCL. Our successful engagements include developing and implementing AI solutions tailored to the unique requirements of public entities. More details in Section 4.2.2 [above](#).

b) Proficiency in Advanced AI Technologies

Our team of AI experts is proficient in cutting-edge AI technologies, including machine learning, natural language processing (NLP), computer vision, and predictive analytics. We leverage these capabilities to design innovative solutions that meet client needs. More details in section 4.2.1 [above](#).

c) Experience in AI Ethics, Privacy, and Security

Tryfacta demonstrated its commitment to ethical AI development by embedding fairness, transparency, and inclusivity throughout each project phase at various agencies, including *Miami-Dade County, DART, HCL, and Crimson Solutions*. We developed AI-driven solutions for public services that incorporated diverse datasets to eliminate bias and ensure equitable access for all residents. We implemented robust data privacy and security practices, including advanced encryption, data anonymization, and adherence to laws such as GDPR, HIPAA, and FedRAMP. These measures safeguarded sensitive data and maintained public trust. Our consultants ensured that all AI solutions aligned with public sector ethical standards, delivering reliable and secure systems that addressed organizational goals while protecting against potential breaches.



or misuse. This approach reflects Tryfacta's ongoing commitment to ethical, responsible, and impactful AI development in the public sector.

d) Collaborative and Accessible Communication

Tryfacta emphasizes collaboration by integrating seamlessly with internal teams to ensure smooth project execution. We regularly engage with stakeholders to gather requirements, provide status updates, and ensure alignment with objectives. Our consultants have demonstrated the ability to simplify complex technical concepts, enabling effective communication with non-technical audiences through clear documentation, workshops, and user-friendly reports.

e) Ability to work collaboratively with internal teams

We excel in translating technical concepts for non-technical stakeholders, ensuring clear communication and understanding. Using analogies, visual aids, and simple language, we bridge the gap between technical and non-technical perspectives. Our approach fosters collaboration, empowering all team members to contribute. We prioritize active listening to align technical solutions with organizational goals, enhancing project outcomes and building trust among diverse teams.

f) Understanding Public Sector Compliance and Ethics

With extensive experience in the public sector, Tryfacta is well-versed in adhering to compliance frameworks such as NIST, ISO 27001, and other government-mandated standards. We incorporate ethical AI practices and ensure solutions align with principles such as fairness, accountability, and sustainability. Our team’s expertise in navigating public sector regulations ensures that AI implementations remain legally and ethically sound while addressing societal impacts. More details in section 4.3 [above](#).

5.3.2 Data Security and Privacy Compliance

Tryfacta is committed to ensuring compliance with all data security and privacy regulations, safeguarding sensitive information, and building trust with our clients. We recognize the critical importance of protecting data while enabling innovation and efficiency through AI. To achieve this, we have developed a comprehensive strategy to address compliance, documentation, and security measures.

a. Compliance with Data Privacy Laws	
✓	Understanding Legal Frameworks: We will conduct a comprehensive analysis of all applicable federal, state, and local data privacy laws, including GDPR, CCPA (California Consumer Privacy Act), and other relevant regulations. This will involve engaging legal experts to interpret the implications of these laws on our operations and ensuring that all practices align with legal requirements.
✓	Policy Development: Our team will develop clear data privacy policies that articulate how we collect, use, store, and share personal data. These policies will be made accessible to all stakeholders and will include provisions for user consent, data access rights, and procedures for data deletion upon request.
✓	Ongoing Compliance Audits: We will implement a schedule for regular audits to assess compliance with data privacy laws. These audits will evaluate our data handling practices against legal standards and identify areas for improvement.
b. Documentation of AI Solutions	
✓	Comprehensive Compliance Documentation: We will prepare detailed documentation that outlines the compliance measures integrated into our AI solutions. <ul style="list-style-type: none">• Data Processing Agreements (DPAs): Establishing clear agreements that define the roles and responsibilities of all parties involved in data processing activities.• Data Protection Impact Assessments (DPIAs): Conducting DPIAs to evaluate risks associated with processing personal data and implementing mitigation strategies where necessary.• Transparency Reports: Providing regular reports that detail our data processing activities, including types of data processed, purposes of processing, and retention periods.
✓	User Training Materials: Developing training materials for users of our AI solutions to ensure they understand their responsibilities related to data protection and compliance.
c. Implementation of Security Measures	



- ✓ **Advanced Data Encryption:** We will utilize state-of-the-art encryption methods (e.g., AES-256) for both data at rest and in transit. This ensures that sensitive information is protected from unauthorized access during storage and transmission.
- ✓ **Robust Access Controls:** We will implement multi-layered access controls that include:
 - **Role-Based Access Control (RBAC):** Limiting access to sensitive data based on user roles within the organization.
 - **Multi-Factor Authentication (MFA):** Requiring multiple forms of verification before granting access to sensitive systems or data.
- ✓ **Regular Security Assessments:** Our team of experts will conduct vulnerability assessments and penetration testing on a regular basis to identify potential security weaknesses. We will also engage third-party security firms for independent audits to validate our security posture.
- ✓ **Incident Response Plan:** We will develop a comprehensive incident response plan that outlines procedures for detecting, responding to, and recovering from data breaches. This plan will include communication protocols for notifying affected individuals and regulatory bodies as required by law.

By integrating these strategies into our operations, we will ensure that our AI solutions not only meet but exceed the necessary standards for data security and privacy compliance.

5.3.3 Project Management and Reporting

Tryfacta will manage the end-to-end project through a comprehensive and systematic approach designed to ensure effective collaboration, timely delivery, and adherence to established goals. Our project management framework utilizes the best practices of PMI’s PMBOK standards and emphasizes regular communication with stakeholders, utilizing structured meetings and status updates to keep all parties informed of progress and challenges. We will implement a detailed project timeline that outlines key milestones and deliverables, ensuring that deadlines are met consistently. In addition, we will utilize project management tools like Jira and MS Teams to track progress and facilitate documentation, making it easier to manage tasks and resources efficiently. Our commitment to transparency will be reflected in our final report, which will summarize findings, provide actionable recommendations, and highlight lessons learned throughout the project lifecycle. This approach will foster accountability while enhancing the team’s ability to adapt to any changes or challenges that arise during the project.

a. Regular Project Status Updates
<ul style="list-style-type: none">• <u>Scheduled Meetings:</u> We will hold weekly or bi-weekly meetings with the organization’s project management team to discuss project progress, address any challenges, and align on the next steps. These meetings will be structured with clear agendas and will include key stakeholders from both our team and the client’s side to facilitate open communication.• <u>Status Reports:</u> In addition to meetings, we will provide regular written status updates that summarize progress against milestones, highlight any issues encountered, and outline plans for the upcoming period. These reports will be distributed prior to each meeting to allow team members adequate time to review and prepare for discussions.
b. Detailed Final Report
<p>At the conclusion of the project, we will compile a detailed final report that encompasses:</p> <ul style="list-style-type: none">• <u>Findings:</u> A summary of key insights gathered throughout the project, including data analysis results and stakeholder feedback.• <u>Recommendations:</u> Actionable recommendations based on our findings that align with the organization’s strategic goals.• <u>Implementation Results:</u> An overview of how our solutions were implemented, including metrics that demonstrate effectiveness and impact.• <u>Lessons Learned:</u> A reflective section detailing what worked well and what could be improved in future projects. This will serve as a valuable resource for both our team and the organization.
c. Adherence to Project Deadlines

- **Timeline Management:** We will develop a detailed project timeline at the outset, outlining all key deliverables and deadlines.
- **Documentation Submission:** All required documentation will be prepared in advance of deadlines and submitted promptly. We will establish internal checkpoints to review documentation before submission to ensure accuracy and completeness.
- **Risk Management:** We will employ a proactive approach to risk management, identifying potential delays early and developing contingency plans to mitigate them. This includes regular risk assessments during our meetings to ensure any emerging issues are addressed swiftly.

5.3.4 **Budget and Cost Estimates**

In accordance with *Question 52 of Addendum No.1*, Tryfacta will provide budget and cost estimates, including detailed breakdowns of consultancy fees, software licensing costs, and other anticipated expenses, after the award. These details are not a current response requirement of the RFP.

5.3.5 **Data Strategy and Management**

We will adopt a comprehensive data strategy and management lifecycle approach, aligning AI solutions with best practices in data quality, governance, privacy, and security. This will involve:

- **Business Understanding:** We will collaborate with NCTCOG stakeholders to align AI goals with organizational objectives and compliance standards. These objectives will be reinforced by measurable KPIs to evaluate the success and impact of data-driven initiatives.
- **Data Understanding:** Our team of data analysts will assess data quality, analyze environments, and validate sources for AI readiness.
- **Data Preparation:** We will clean, transform, and label data for efficient model training and scalability.
- **Data Modeling:** After preparation, we will move to selecting algorithms, training models, and optimizing parameters to address specific AI use cases.
- **Model Evaluation:** Our team will test and validate models using metrics like accuracy and recall, ensuring real-world readiness.
- **Model Operationalization:** We will deploy models, integrate feedback, and monitor outputs to ensure alignment with objectives.
- **Governance and Scaling:** We will establish a robust governance framework encompassing data ownership, usage policies, and stewardship roles. This framework will include privacy, security, and compliance controls aligned with regulations such as GDPR, FOIA, and relevant local, state, and federal standards. Comprehensive training programs will promote a culture of accountability and compliance within the organization.

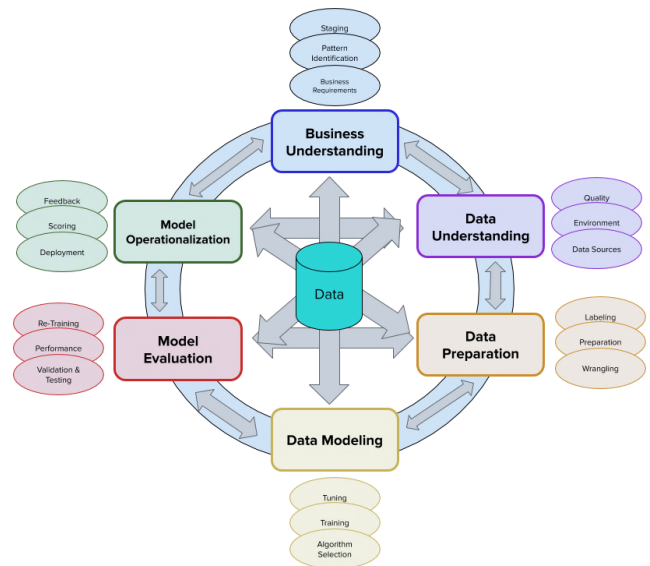


Figure 8: Data Strategy and Management Approach

Maintaining high **data quality** is a priority; we will implement automated data profiling, cleansing, and validation processes to ensure consistency and reliability. By incorporating a continuous monitoring system, we will detect and address anomalies in real time, supported by scheduled audits and updates.

A critical aspect of our approach is the **automation of data pipelines**. By leveraging advanced tools and frameworks, we will streamline data ingestion, transformation, and storage processes to minimize manual intervention and enhance efficiency. Seamless **data integration** across disparate systems will ensure that data flows smoothly and securely between sources, creating a unified and accessible data ecosystem for the organization. To ensure robust **data security**, we will implement encryption protocols, advanced access



controls, and regular risk assessments. Our consultants will also establish proactive incident response plans to mitigate any potential breaches. **Privacy and compliance** will be at the forefront of all activities, with methodologies for anonymizing sensitive data and securing proper consent embedded throughout the data lifecycle. Our solutions will strictly adhere to all relevant regulations, including GDPR, FOIA, and other local, state, and federal requirements. Our consultants will also ensure continuous evaluation and optimization of the data strategy by conducting periodic reviews and incorporating regulatory and technological advancements. To foster self-sufficiency, we will provide workshops and training sessions, empowering internal teams to manage and enhance the organization’s data strategy.

5.3.5.1 Data Quality Controls

1. Ensuring Data Integrity and Accuracy
<p>Our data consultants are committed to upholding the highest standards of data quality and integrity throughout AI model development. Our approach involves a structured, proactive implementation of robust data quality controls to ensure reliable and secure datasets for AI initiatives.</p> <ul style="list-style-type: none">• <u>Data Governance Framework:</u> We will establish a comprehensive framework that defines roles, responsibilities, and processes to manage and maintain data quality organization-wide.• <u>Automated Quality Checks:</u> Using advanced tools, we will perform automated checks to validate data accuracy, completeness, and consistency against predefined thresholds.• <u>Root Cause Analysis:</u> When discrepancies arise, our team will conduct in-depth analyses to identify root causes and implement corrective measures to prevent recurrence.• <u>Data Quality Assurance:</u> Throughout the data lifecycle, we will address errors, inconsistencies, outliers, and missing values through continuous monitoring and resolution strategies.
2. Establishing Data Validation Processes
<p>Our data validation approach ensures high data accuracy and reliability throughout the lifecycle. It combines tailored validation rules, continuous monitoring, user feedback mechanisms, and systematic validation techniques to support effective decision-making and enhance AI model performance.</p> <ul style="list-style-type: none">• <u>Validation Rules Development:</u> We will work closely with stakeholders to define precise validation rules that align with specific datasets and business requirements. These rules will be tailored to identify anomalies, inconsistencies, and errors early in the data lifecycle, preventing inaccuracies from propagating into downstream processes.• <u>Data Validation Techniques:</u> To maintain data accuracy, we will apply various validation techniques, including range checks to ensure numerical data falls within acceptable ranges and detect outliers, format checks to verify data fields adhere to expected structures like date formats or unique identifiers, and cross-field validation to ensure consistency between data elements, such as confirming a shipment date precedes its delivery date.• <u>Continuous Monitoring:</u> To ensure ongoing data quality, we will deploy real-time monitoring processes that track critical data quality metrics. This will enable us to detect discrepancies immediately, triggering automated or manual interventions to address issues as they arise.• <u>Feedback Loops:</u> We will establish robust feedback mechanisms that allow users and stakeholders to report data issues directly. These reports will be logged and addressed by our team, fostering continuous improvement in data quality while enabling adaptive refinements to validation processes.
3. Define Data Enrichment Procedures
<p>To enhance dataset quality effectively, we will establish and implement a comprehensive, structured data enrichment procedure that ensures datasets are accurate, relevant, and aligned with organizational needs.</p> <ul style="list-style-type: none">• <u>Data Assessment:</u> Before initiating enrichment, we will conduct an in-depth assessment of the current state of the data at NCTCOG to identify gaps or opportunities for improvement. This clarifies what additional information is required to enhance datasets.• <u>Source Identification:</u> We will identify reliable internal and external NCTCOG data sources that align with the enrichment objectives. These sources include demographic data, market trends, or other datasets that provide value and complement existing data.



- Data Cleansing: Prior to enrichment, we will ensure the dataset is clean and standardized. This involves eliminating duplicates, correcting errors, and ensuring uniformity in data formats. A thorough cleansing process guarantees that new data integrates seamlessly with existing datasets.
- Data Integration: Using advanced data integration techniques, we will merge new data with existing datasets while preserving consistency and accuracy. This ensures the enriched dataset is cohesive and readily usable for AI applications or analysis.
- Validation and Quality Assurance: Post-integration, we will conduct stringent validation and quality assurance to ensure enriched datasets meet criteria for accuracy, relevance, consistency, and utility. This ensures that data is correct, aligns with enrichment objectives, maintains uniformity, and provides actionable insights for AI models and business needs.
- Continuous Monitoring and Updating: To maintain the accuracy and relevance of datasets, we will implement continuous monitoring and regular updates. This ensures that the data evolves in line with organizational needs, market changes, and other influencing factors.
- Dissemination of Enriched Data: Once the datasets are enriched and validated, we will establish integrations to distribute enriched data across relevant NCTCOG systems and tools. This ensures NCTCOG stakeholders and teams have seamless access to updated datasets.

5.3.5.2 Data Governance Framework

Our team of data experts will develop a comprehensive strategy based on the Data Governance Framework's key components: Data Stewardship, Data Quality Management, Data Management, and Technology Infrastructure. This integrated approach will align with NCTCOG’s operational goals by promoting transparency, compliance, and efficiency. By defining clear roles through Data Stewardship, ensuring data integrity with robust validation in Data Quality Management, focusing on secure data handling in Data Management, and leveraging scalable Technology Infrastructure, we will create a cohesive and sustainable governance model.

1. Governance Strategy
Our governance strategy will establish clear policies for data ownership, usage rights, and stewardship to ensure responsible handling of NCTCOG’s data assets. This includes defining ownership and access rights for each dataset, ensuring accountability and compliance with organizational policies. Dedicated data stewards will be assigned to manage data accuracy, security, and accessibility, equipped with the necessary training and tools to enforce governance standards.
2. Facilitating Compliance
To meet public sector regulatory requirements, we will deliver actionable governance documentation and provide ongoing support to maintain compliance. Key initiatives include: <ul style="list-style-type: none">• Develop a comprehensive Data Stewardship Manual to outline compliance standards, governance policies, and operational procedures.• Implementing data-sharing guidelines to meet federal, state, and local mandates. Conducting staff training workshops to ensure adherence to regulatory updates and governance protocols.
3. Processes for Version Control and Data Lineage
To maintaining transparency and control over data handling will require robust version control and data lineage tracking: <ul style="list-style-type: none">• <u>Version Control:</u> We will use tools like GitLab and Confluence to track dataset changes, ensuring all historical versions are documented and accessible.• <u>Data Lineage Tracking:</u> Our data analysts will leverage tools such as Informatica or IBM InfoSphere to enable end-to-end visibility of data flows, ensuring that stakeholders can trace data from its source through every transformation.

5.3.5.3 Data Privacy Assurance

At **Tryfacta**, our team of experts will develop a multi-faceted approach that addresses compliance, data protection, and consent management throughout the AI model, ensuring adherence to data privacy



requirements. This approach will strengthen NCTCOG’s ability to manage data securely while fostering trust and meeting legal and ethical obligations.

1. Compliance with Data Privacy Laws
Our team will establish a compliance framework that ensures adherence to relevant data privacy laws, including GDPR (if applicable) and local legislation such as the Texas Privacy Protection Act. This includes conducting regular audits and assessments to verify compliance with legal obligations related to data processing, consent, and rights of individuals. We will implement Privacy Impact Assessments (PIAs) and Data Protection Impact Assessments (DPIAs) for all AI initiatives, especially those involving high-risk data processing activities, to identify and mitigate potential privacy risks before deployment
2. Anonymization and Data Protection
To protect sensitive information, we will implement advanced anonymization techniques, such as data masking, tokenization, and encryption, ensuring that personal identifiers are removed before data enters the AI model lifecycle. Data will undergo anonymization at ingestion, ensuring that no personally identifiable information is used in training or testing AI models. Also, we will implement secure access control mechanisms, MFA, and continuous monitoring to prevent unauthorized access or breaches.
3. Data Consent Protocols
Our team of data experts will develop a robust protocol for obtaining and managing data consent, ensuring transparency and user awareness. This protocol will feature clear and detailed consent forms designed to inform individuals about the purpose, scope, and duration of data usage, fully aligned with legal and regulatory standards. To ensure accountability and traceability, we will maintain detailed, auditable records, capturing when and how consent was obtained. Additionally, automated consent management tools will be utilized to streamline the process, enabling efficient tracking of consent statuses, automating periodic consent renewals, and providing users with simple mechanisms to revoke consent at any time.

5.3.5.4 Data Security Protocols

Tryfacta’s team will develop a comprehensive and proactive strategy to safeguard data integrity, availability, and confidentiality. Our approach integrates robust security measures, incident response planning, and secure storage practices, ensuring NCTCOG’s data remains protected against unauthorized access, breaches, and data loss.

1. Data Security Measures
We will implement and recommend industry-standard security protocols to protect NCTCOG’s data assets. This includes: <ul style="list-style-type: none">• <u>Encryption</u>: We will implement strong encryption protocols for data at rest and in transit. Utilize advanced encryption standards (AES) to protect stored data and secure protocols like Transport Layer Security (TLS) for data in transit. This ensures that sensitive information is unreadable to unauthorized users, providing a robust defense against potential breaches.• <u>Access Controls</u>: Our team of experts will establish granular access control mechanisms based on the principle of least privilege, ensuring that users only have access to role-specific data. This includes implementing MFA and regularly reviewing access permissions to maintain security.• <u>Risk Assessment Practices</u>: We will conduct regular risk assessments to identify vulnerabilities within the data security framework. This includes evaluating potential threats and implementing mitigation strategies to address identified risks.
2. Response plan
To ensure a structured and effective response to data breaches or security incidents, we will employ a comprehensive plan aligned with the NIST framework . This approach involves: 1. Preparation: Tryfacta’s consultants will inventory critical IT assets, prioritize those handling sensitive data, and establish monitoring systems to detect anomalies. Our team will develop incident



response playbooks for common security threats, including AI-specific risks. Working closely with NCTCOG, we will identify critical assets, implement monitoring, and design tailored response protocols.

2. Detection and Analysis: Tryfacta will use advanced data collection to monitor logs, system events, and real-time activity, flagging deviations for investigation. By correlating events and leveraging threat intelligence, our team will identify and analyze incidents, providing actionable insights to mitigate risks and minimize the impact of security incidents.



Figure 9: Tryfacta's Response Plan

3. Containment, Eradication, and Recovery: When a security incident occurs, Tryfacta’s team will promptly implement containment strategies to isolate affected systems and prevent further damage while minimizing disruption to ongoing AI operations. This involves halting compromised APIs, suspending model training, or disconnecting endpoints. After containment, we eradicate malicious elements and address vulnerabilities. Our team then facilitates the secure recovery of systems and AI workflows, ensuring the efficient resumption of operations.

4. Post-Incident Activity: After resolving an incident, we perform a root cause analysis to identify the breach's origin, assess vulnerabilities, and evaluate its impact on AI systems and data integrity. Based on our findings, we update security protocols, enhance incident response procedures, and introduce new safeguards for AI-specific risks. We will provide tailored training to internal teams to ensure they can handle future incidents and maintain robust cyber hygiene.

3. Secure Data Storage and Backup Practices

To protect against data loss, we will establish secure storage and backup protocols. These include:

- Ensuring that all data is stored securely using encrypted storage solutions, protecting it from unauthorized access or loss.
- Regularly reviewing storage practices to ensure compliance with industry standards.
- Implementing robust backup procedures that include regular backups of critical data, stored securely offsite or in the cloud, with encryption applied. This protects against data loss due to hardware failure, natural disasters, or cyber incidents.

5.3.5.5 Ongoing Data Strategy Evaluation:

Our team will develop a robust framework for ongoing data evaluation and training for NCTCOG to ensure that its data strategy remains dynamic, compliant with evolving regulations, and aligned with technological advancements.

1. Periodic Evaluation and Updates to the Data Strategy

Tryfacta’s team of experts will establish a regular schedule for evaluating the data strategy on an annual basis or more frequently if significant regulatory changes or technological advancements occur. This evaluation will assess the effectiveness of current practices, identify areas for improvement, and ensure alignment with organizational goals. We will implement a system for monitoring changes in relevant regulations (e.g., GDPR, state privacy laws) and industry standards. This proactive approach will help NCTCOG adapt its data strategy to remain compliant and mitigate potential risks associated with non-compliance. To ensure the NCTCOG team is aware of technological advancements, we will ensure to keep them informed about emerging technologies and best practices in data management and AI. This is accomplished through attending conferences, participating in industry forums, and subscribing to relevant publications to ensure that the NCTCOG can leverage new tools and methodologies effectively.

2. Training and Workshops for Internal Teams

Our team will collaborate with NCTCOG stakeholders to develop a customized training program to equip internal teams with the skills needed to manage the organization's data strategy. Key topics include data governance, privacy compliance, security protocols, and data management best practices. The program features workshops and hands-on sessions with case studies, role-playing, and practical exercises to

encourage active engagement and collaboration. Ongoing support will be provided through documentation, FAQs, and a dedicated helpdesk to assist staff post-consultancy.

5.3.6 Ethical AI Requirements

5.3.6.1 Ethical Framework Alignment

Tryfacta ensures AI solutions adhere to a robust ethical framework by integrating fairness, transparency, accountability, privacy, sustainability, and inclusivity. **Biases** are eliminated using diverse datasets, fairness metrics, and debiasing techniques, supported by audits and stakeholder collaboration. **Transparency** is achieved through explainable AI (XAI) and clear documentation. Accountability is embedded via defined roles, governance, and auditability. **Data privacy** is safeguarded with encryption, anonymization, and adherence to privacy laws like GDPR. **Sustainability** is addressed by evaluating environmental impacts and optimizing resource use. Inclusivity is ensured by engaging diverse stakeholders to create equitable systems.

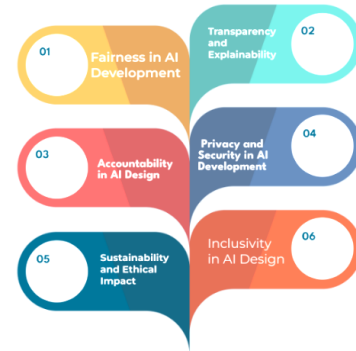


Figure 90: AI Ethical Framework

1. Alignment with Ethical Guidelines

Our AI experts and compliance specialists will ensure that all AI solutions adhere to globally recognized ethical guidelines, including the AI Ethics Principles from organizations such as the OECD, IEEE, and UNESCO, as well as Texas principles. We also align our solutions with NIST's AI Risk Management Framework and other applicable industry best practices. To ensure consistency, we will work closely with NCTCOG to understand its mission, vision, & specific ethical principles, embedding them into the AI lifecycle from design to deployment. Ethical impact assessments are conducted at critical milestones to evaluate potential risks related to privacy, accountability, transparency, and societal impact.

2. Integrating Fairness and Inclusiveness in AI Development

Tryfacta will promote fairness and inclusiveness in AI systems by preventing biases that could lead to discriminatory outcomes. This includes using diverse and representative training datasets, applying advanced algorithmic fairness techniques like adversarial debiasing and equalized odds constraints, and incorporating fairness metrics such as demographic parity, disparate impact, and equal opportunity to evaluate and improve model performance.

Our team emphasizes inclusive collaboration by engaging stakeholders, ethicists, and domain experts to ensure diverse perspectives in development. Regular audits and continuous monitoring of AI models help address emergent biases post-deployment. By fostering transparency, we empower NCTCOG users to understand AI decision-making processes and provide feedback mechanisms, ensuring accountability and trust. This holistic strategy ensures fairness, inclusivity, and equitable outcomes, supporting ethical decision-making and aligning with NCTCOG goals.

5.3.6.2 Bias Detection and Mitigation

Tryfacta employs a comprehensive approach to bias detection and mitigation, ensuring AI systems produce fair and equitable outcomes. This involves

1. Bias Detection and Mitigation

- We will implement data auditing processes using statistical analyses and visualization tools to identify and address potential biases in training datasets, ensuring fair representation of all demographic groups.
- Fairness-aware algorithms will be employed to detect and mitigate biases in both training data and model outputs, reducing the risk of biased outcomes.
- Diverse data collection strategies will ensure comprehensive representation, engaging community stakeholders to include underrepresented groups.

2. Ongoing Monitoring Techniques

We will establish KPIs related to fairness and bias, continuously monitoring these metrics throughout AI deployment to evaluate performance across demographic groups. Regular post-deployment audits will assess outputs for biases using real-world data. This includes real-time performance tracking, periodic



audits, and feedback from end-users and stakeholders to identify and address emergent biases. Feedback mechanisms will allow users and stakeholders to report perceived biases, informing model refinements.

5.3.6.3 Transparency Protocols

Tryfacta’s team of AI and data experts will ensure that AI systems follow Transparency Protocols and are interpretable, understandable, and accountable to all stakeholders.

1. Ensure AI Models are Understandable
Tryfacta ensures that AI models are designed with transparency in mind, making them interpretable and understandable to all relevant stakeholders. We will design all AI models with interpretability in mind, employing techniques such as decision trees or XAI methods. This will enhance stakeholder understanding of how decisions are made by our AI systems. Clear documentation on model behavior will be provided, detailing how input features influence outputs, ensuring that this information is accessible to relevant stakeholders.
2. Documentation Process
We will develop a comprehensive documentation process that outlines: <ul style="list-style-type: none">✓ Data Sources: We will detail all data sources used in model development, including collection methods and preprocessing steps.✓ Decision Logic: The decision-making logic of our AI models will be documented, including algorithms used and assumptions made during development.✓ Model Outputs: Insights into model outputs will be provided, including performance metrics and accuracy rates across different demographic groups. This documentation will be kept up to date throughout the lifecycle of the AI system and made easily accessible for stakeholder review.

5.3.6.4 Accountability Measures

Tryfacta will establish robust accountability measures to ensure transparency, traceability, and responsibility throughout the AI development and deployment lifecycle. This is done through:

1. Defined Accountability Measures
Our AI experts will establish clear roles and responsibilities for all stakeholders in AI development and deployment. We will implement tracking systems to monitor and document actions during model development and updates, decisions made by the AI system with reasoning and outputs logged for review, and changes to the model, including version control and update history. Our team will ensure these records are accessible to relevant stakeholders for accountability and transparency.
2. Auditing Mechanisms
<ul style="list-style-type: none">• Develop a framework for periodic audits to verify:<ul style="list-style-type: none">○ Compliance with ethical standards, organizational principles, and regulatory requirements.○ The integrity and accuracy of AI outputs.○ The fairness and inclusivity of the AI system to prevent biases.• Use automated tools and independent review processes for thorough evaluations of the AI system’s performance and impact.• Provide detailed audit reports with actionable insights to address any gaps or concerns.

5.3.6.5 Impact Assessments

To ensure that our AI initiatives at the NCTCOG are ethically sound and socially responsible, we will implement the following strategies for Impact Assessments:

1. Plans for Conducting Regular Ethical Impact Assessments (EIAs)
We will schedule regular EIAs to evaluate the societal, cultural, and operational impacts of our AI solutions at key lifecycle stages: pre-deployment, during implementation, and post-deployment. These assessments will engage diverse NCTCOG stakeholders, including community representatives, experts, and internal teams, to identify concerns related to fairness, privacy, and social equity. We will use established frameworks and guidelines, such as the AI Ethics Guidelines from the OECD or IEEE, to ensure comprehensive and best-practice-aligned assessments.



2. Framework for Addressing Findings with Corrective Actions

Our structured framework to address findings from our ethical impact assessments, include:

- **Identification of Findings:** Documenting risks or concerns, categorized by severity and impact.
- **Corrective Action Plans:** Outlining specific actions to mitigate risks, such as revising algorithms, enhancing data governance, or training NCTCOG staff.
- **Implementation Timeline:** Establishing timelines for corrective actions, ensuring accountability, and tracking progress.
- **Follow-Up Evaluations:** Conducting evaluations post-implementation to assess effectiveness and make adjustments.

5.4 DELIVERABLES

Tryfacta is committed to providing a set of deliverables that comprehensively addresses the requirements for successful AI strategy development and implementation.

Deliverables	Description
a. Initial AI Strategy Report	<ul style="list-style-type: none"> • This serves as the foundation for defining goals, priorities, and strategic alignment of AI initiatives with organizational objectives. • Recommendation: Ensure the report includes an analysis of current capabilities, key challenges, and opportunities for AI adoption.
b. Feasibility Study with AI Use Case Recommendations	<ul style="list-style-type: none"> • A critical step to validate the practicality of AI initiatives should assess organizational readiness, potential ROI, and risks. • The inclusion of a detailed data strategy component ensures that data management and quality align with AI implementation needs.
c. 5-Year AI Roadmap and Detailed AI Implementation Plan	<ul style="list-style-type: none"> • Provides a long-term vision with actionable steps, timelines, milestones, and resource requirements. • Recommendation: Incorporate KPIs for tracking progress and adjust the roadmap based on evolving needs and technologies
d. Pilot Implementation Plan	<ul style="list-style-type: none"> • Essential for testing and validating AI solutions before full-scale deployment. • Ensure the plan defines success metrics, risk mitigation strategies, and a feedback loop for iterative improvements.
e. Staff Training Sessions and Knowledge Transfer Plan	<ul style="list-style-type: none"> • Builds internal capacity to manage and sustain AI systems post-consultation. • Recommendation: Focus on practical, hands-on training sessions and include materials like user guides, FAQs, and case studies.
f. Detailed Documentation on Ethical AI Guidelines	<ul style="list-style-type: none"> • Vital for maintaining trust and compliance with ethical standards. • Recommendation: Include real-world examples to illustrate how guidelines are applied and monitored in practice.
g. Final Project Report	<ul style="list-style-type: none"> • Summarizes the entire project, including outcomes, lessons learned, and future recommendations. • Recommendation: Highlight measurable impacts, such as efficiency gains or improved decision-making, to demonstrate value.

6. PRICING

Please refer to the attached spreadsheet “Pricing Proposal” submitted as part of the proposal package.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

<p style="text-align: center;">Tryfacta, Inc RFP No. 2025-023</p>			
Artificial Intelligence (AI) Consultancy Services			
Item	Description	Price	Conditions
1	Full-Stack Developer	\$140 - \$240	The price range is for Junior, Mid Level, and Senior.
2	AI Developer	\$130 - \$150	The price range is for Junior, Mid Level, and Senior.
3	Data Scientist	\$220 - \$ 320	The price range is for Junior, Mid Level, and Senior.
4	Machine Learning Engineer	\$165 - \$265	The price range is for Junior, Mid Level, and Senior.
5	Quality Assurance (QA) Specialist	\$120 - \$200	The price range is for Junior, Mid Level, and Senior.
6	Project Manager	\$170 - \$270	The price range is for Junior, Mid Level, and Senior.
7	UI/UX Designer	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.
8	Designer Lead	\$160 - \$260	The price range is for Junior, Mid Level, and Senior.
9	System Architect	\$180 - \$280	The price range is for Junior, Mid Level, and Senior.
10	AI Solutions Architect	\$200 - \$300	The price range is for Junior, Mid Level, and Senior.
11	Data analyst	\$140 - \$240	The price range is for Junior, Mid Level, and Senior.
12	Business Analyst	\$110 - \$220	The price range is for Junior, Mid Level, and Senior.
13	AI Security Engineer	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.
14	AI Support Engineer	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.
15	Documentation/Compliance Specialist	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.
16	Trainer and Knowledge Transfer Specialist	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.
17	Pilot Implementation Lead	\$160 - \$260	The price range is for Junior, Mid Level, and Senior.
18	Business intelligence Developer/Engineer	\$160 - \$260	The price range is for Junior, Mid Level, and Senior.
19	Software Developer	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.
20	SME	\$200 - \$300	The price range is for Junior, Mid Level, and Senior.
21	Database Developer	\$130 - \$230	The price range is for Junior, Mid Level, and Senior.



8.11 EXHIBIT 1: SERVICE DESIGNATION AREAS

EXHIBIT 1: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:			
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:			
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		

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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

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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.

Signature of Authorized Person

Arman Dhar

Name of Authorized Person

Tryfacta, Inc

Name of Company

5/13/2025

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.



Signature

Senior Vice President- Operations

Title

Tryfacta, Inc

Agency

5/13/2025

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.



Signature of Authorized Person

Arman Dhar

Name of Authorized Person

Tryfacta, Inc

Name of Company

5/13/2025

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.



Signature of Authorized Person

Arman Dhar

Name of Authorized Person

Tryfacta, Inc

Name of Company

5/13/2025

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.



Signature of Authorized Person

Arman Dhar

Name of Authorized Person

Tryfacta, Inc

Name of Company

5/13/2025

Date

APPENDIX E
DEBARMENT CERTIFICATION

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

Tryfacta, 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:

None



Signature of Certifying Official
Senior Vice President- Operations

Title
5/13/2025

Date of Certification

Form 1734
Rev.10-91
TPFS