

TXShare

Your Public Sector Solutions Center

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

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

Alvarez & Marsal Public Sector Services LLC ("Contractor")
600 Madison Ave, 8th Floor
New York, NY 10022

ARTICLE I RETENTION OF THE CONTRACTOR

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

ARTICLE II SCOPE OF SERVICES

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

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

- 2.4 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 #2025-018.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

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

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

ARTICLE IV COMPENSATION

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

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

ARTICLE V SERVICE FEE

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

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

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

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE VII REPRESENTATION AND WARRANTIES

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

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

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

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

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

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:	North Central Texas Council of Governments P.O. Box 5888 Arlington, TX 76005-5888 Attn: Purchasing Agent Phone Number: 817-704-5674 elittrell@nctcog.org
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If to Contractor: Alvarez & Marsal Public Sector Services LLC
 Attn: Edward Hanapole
 600 Madison Ave, 8th Floor
 New York, NY 10022
 646-881-9681
ehanapole@alvarezandmarsal.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.

Alvarez & Marsal Public Sector Services LLC

 7/23/25
Signature Date

EDWARD A. ANAPOLE
Printed Name

MANAGING DIRECTOR
Title

North Central Texas Council of Governments

Signed by:
 8/26/2025
349D63294E7946E...
Signature Date
Todd Little
Executive Director

APPENDIX A

Statement of Work

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

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

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

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

The Contractor must implement the following data governance practices:

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

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

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

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

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

4. Technical Proposal

4a. Our Understanding

NCTCOG is strategically leveraging AI to enhance operational efficiency, decision-making, service delivery, and innovation across its key program areas. As a collaborative body of local governments across 16 counties, NCTCOG plays a crucial role in regional planning and program development. The strategic priorities set for 2021-2025 emphasize high-quality service delivery and innovation, aligning with the broader goals of improving regional transportation, environmental sustainability, and economic development.

A&M recognizes the diverse operational challenges faced by NCTCOG’s TXshare member entities and the transformative potential of AI in addressing these challenges. We understand that AI can make a significant impact in the following areas and ways:

Challenge Area	AI Solution Objectives	Applications and Use Cases
Administration	Assist in strategic planning, policy analysis, performance tracking, and enhance decision-making processes for effective city governance.	AI can analyze large datasets to identify trends and insights for policy-making, automate routine administrative tasks, and provide predictive analytics for future planning.
Development Services	Streamline permit applications, automate inspection scheduling, and improve communication with developers and residents.	AI can pre-validate application documents, automate scheduling based on resource availability, and use chatbots to provide real-time updates to developers and residents.
Event Center	Enhance customer engagement, streamline ticketing processes, and optimize event management.	AI can personalize marketing efforts, automate ticketing processes, sales and distribution, and use predictive analytics to optimize event scheduling and resource allocation.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

Challenge Area	AI Solution Objectives	Applications and Use Cases
Economic Development	Attract investment, facilitate business development, and streamline processes for economic growth.	AI can identify potential investment opportunities, automate business registration processes, and provide data-driven insights for economic policy development.
Finance and Budget	Support financial forecasting, optimize budget allocation, detect anomalies, and improve overall financial management and reporting.	AI can automate financial reporting, use machine learning to detect past spend analytics for forecast purposes, identify the fraud, outliers, exceptions, and provide real-time budget analysis and forecasting.
Human Resources (HR)	Automate HR processes, enhance employee engagement, and transform recruitment and onboarding experiences.	AI can automate resume screening, employee onboarding provide personalized training recommendations, and use sentiment analysis to gauge employee satisfaction.
IT and Cybersecurity	Alleviate IT workload by automating Help Desk support, streamlining processes, assisting with cybersecurity threat detection, and proactive role in auditing.	AI can automate ticket resolution, use machine learning for threat detection, and provide predictive maintenance alerts for IT infrastructure.
Library Services	Provide a personalized user experience, improve catalog searches, and offer automated assistance.	AI can recommend books based on user preferences, automate catalog management, and provide virtual assistants for user inquiries.
Municipal Courts	Support efficient case management, automate routine inquiries, and improve citizens' access to legal information.	AI can automate case scheduling, provide virtual legal assistants for routine inquiries, and use natural language processing to improve document management.
Parks and Recreation	Enhance program management, registration processes, and provide personalized recommendations for recreational activities.	AI can automate registration processes, provide personalized activity recommendations, and use predictive analytics to optimize resource allocation.
Parks Maintenance	Improve maintenance scheduling, optimize resource allocation, and facilitate better communication with residents.	AI can predict maintenance needs based on usage patterns, automate scheduling, and provide real-time updates to residents on maintenance activities.
Public Works	Optimize project schedules, manage resources, and keep residents informed about public infrastructure projects.	AI can automate project management tasks, provide predictive analytics for resource allocation, and use chatbots to update residents on project status.
Utility Billing	Automate billing inquiries, streamline payment processes, and provide real-time updates on utility usage.	AI can automate bill generation and distribution, provide virtual assistants for billing inquiries, and use predictive analytics to forecast utility usage trends.
Visitors Bureau	Enhance visitor engagement, provide personalized recommendations, and improve tourism management.	AI can personalize visitor experiences through targeted recommendations, automate ticketing and booking processes, and use data analytics to optimize tourism strategies.
Other Departments	Improve service delivery, streamline routine operations, and bolster data-driven decision-making.	AI can automate routine tasks, provide data-driven insights for decision-making, and enhance communication and collaboration across departments.

4b. Service Categories and Geographic Reach for AI Solutions

A&M is prepared to address a comprehensive range of service categories as outlined in the RFP for AI Solutions for Public Sector Entities. Our skills span various domains, including but not limited to the ones mentioned in the RFP:

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

A&M is a global firm with the capability to deliver AI solutions across the entire TXShare network. We are prepared to serve the full geographic reach of the TXShare cooperative purchasing program to provide services to municipalities, counties, school districts, and other governmental agencies.

4c. AI Challenges in Public Sector Services (PSS)

Identification of Key Challenges and Opportunities in Public Sector AI Implementation

Public sector organizations face operational challenges that hinder efficiency and citizen engagement, particularly in development services, event management, and public works. Permit applications and inspection scheduling often lead to delays, inconsistent communication, and project bottlenecks in development services. Event management struggles with logistics, outdated systems, and lack of personalization, affecting attendance and revenue. Public works face resource management challenges and insufficient communication with residents about infrastructure projects, causing frustration and eroding trust.

AI offers transformative solutions by automating routine tasks, enhancing decision-making through data analysis, and enabling real-time citizen interaction via chatbots and virtual assistants. These innovations can improve efficiency, service delivery, and engagement. However, challenges such as job displacement concerns, skill gaps, cultural resistance, funding limitations, and regulatory hurdles complicate AI adoption. Despite these obstacles, the potential benefits in efficiency, policy-making, and citizen satisfaction make AI integration a vital step toward innovation and improved public services.

4d. AI Use Case Identification and Development

Preface: Sample Use Case for Predictive Maintenance

In responding to the diverse needs outlined in the RFP, A&M recognizes the importance of tailoring AI applications to the specific requirements of each project and client. Given the broad and undefined scope of work, we have chosen predictive maintenance for public parks as a sample use case to illustrate the potential of AI in enhancing operational efficiency and service delivery. This example focuses on areas such as wastewater management, landscape engineering, trimming, mulching, planting/re-planting, and resource allocation, aligning with the "Parks Maintenance" category.

Applications of Predictive Maintenance for Parks:

Predictive maintenance in parks involves several key applications that enhance operational efficiency and resource management. AI models can predict maintenance needs, allowing for proactive scheduling and effective resource allocation, which reduces downtime and supports par maintenance and accessibility. Predictive analytics guide the timing and frequency of planting, mulching, and trimming activities, ensuring healthy landscapes and efficient use of resources. AI forecasts help schedule trash collection and snow removal, maintaining cleanliness and safety. Additionally, predictive models optimize wastewater management and landscape engineering efforts, improving water drainage and flow to prevent flooding and erosion.

Use Case Identification

In identifying a prioritized use case for our response to this RFP, A&M will utilize its "Use Case Identification Process" to customize AI applications for a TXShare member organization. This process will focus on predictive maintenance for public parks, addressing areas such as wastewater management, landscape engineering, trimming, mulching, planting/re-planting, and resource allocation, all within the "Parks Maintenance" category.

The first step, Initial Engagement and Discovery, involves engaging with key stakeholders, including park management and community representatives, to gather insights and define objectives. This phase includes organizing workshops and brainstorming sessions with department teams to pinpoint areas where AI can add value.

Next step involves assessing the current technology landscape within TXShare member organizations to understand capabilities and limitations related to AI adoption. Evaluating the availability, quality, and structure of data within each department will help determine the feasibility of AI applications.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

In the Use Case Identification phase, A&M will pinpoint specific opportunities for AI implementation by aligning departmental challenges with potential AI solutions. These use cases will be prioritized based on potential impact, feasibility, data readiness, and alignment with departmental and organizational goals.

This structured approach aims to deliver AI solutions that are both effective and sustainable, aligning with the strategic goals of the TXShare member organizations.

Use Case Selection and Development Process

To develop a use case for predictive maintenance in public parks, A&M follows a structured process emphasizing AI's broad applicability and benefits. Selection criteria include alignment with strategic goals, data quality, scalability, transferability, and impact potential.

The process begins with Stakeholder Engagement, involving park management and community representatives to define objectives and confirm the solution addresses real-world challenges. In Data Collection and Analysis, A&M examines maintenance logs and usage metrics to develop predictive models for resource optimization. During Model Development and Validation, advanced AI techniques create and test models for accuracy and reliability. Feedback Loops and Iteration promote continuous refinement through stakeholder input. Finally, in the Deployment and Monitoring phase, the AI solution is integrated into park operations with performance tracking for ongoing improvements. This approach enhances efficiency, sustainability, and effectiveness in public park maintenance.

4e. Solution Architecture for the Pilot Use Case

This section highlights A&M's indicative AI technical solution approach. A&M brings effective practices and lessons learnt from the prior AI engagements to help jump start the program. The approach to designing the solution would be based on making it robust, reliable, scalable, and responsive to user-queries related to its domain. The solution defined here is based on the Azure AI and Open AI framework.

4e.i Assessment Phase

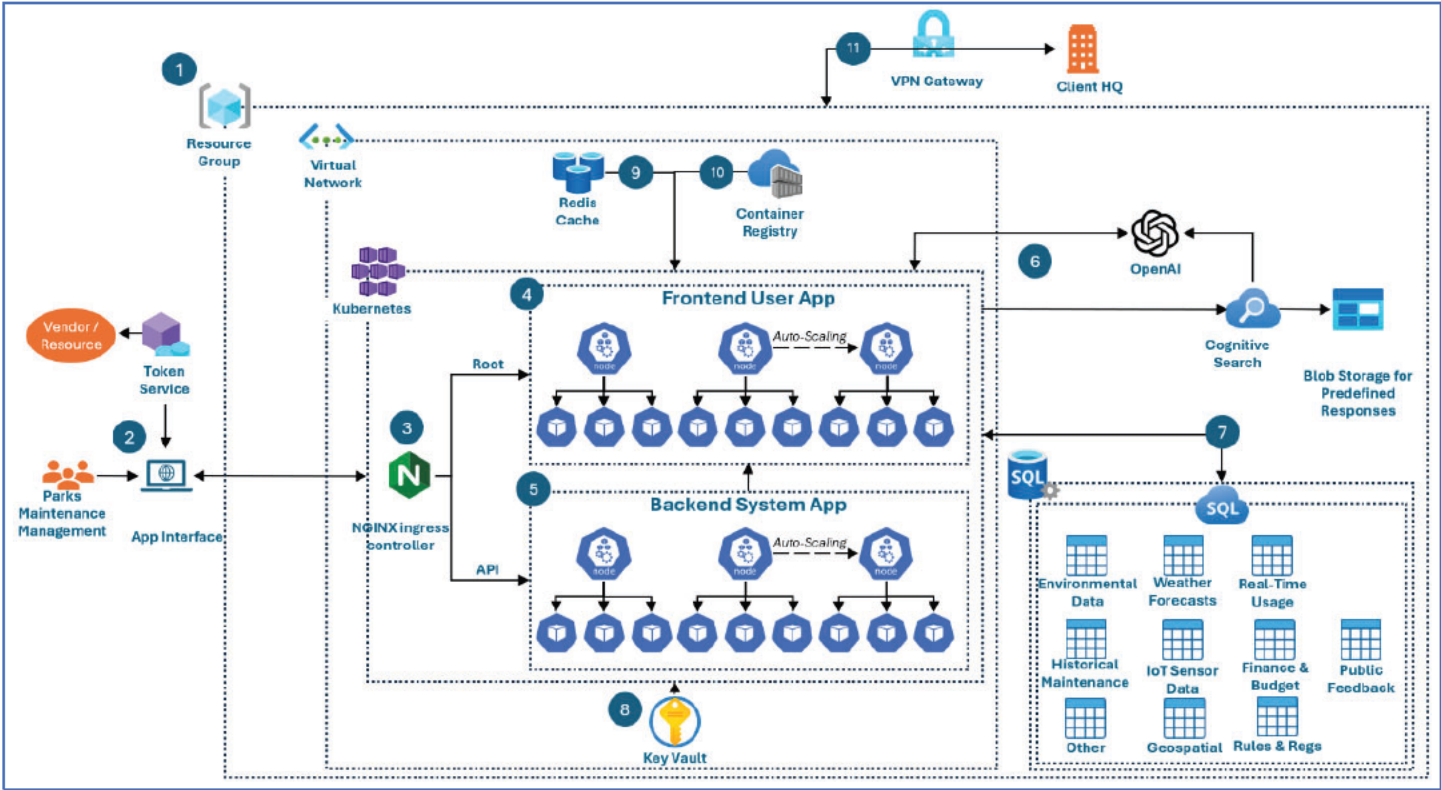
The process starts with a detailed Business and Technical Requirements Analysis, where A&M collaborates with TXShare stakeholders to refine the RFP's outlined needs, focusing on challenges and expectations for the AI solution. This includes evaluating current systems to identify gaps. Next, Data Discovery and Preprocessing assess data quality and relevance, using techniques like natural language understanding to enhance the AI solution. A&M also identifies data integration needs for a master data model.

In the Technology Stack Evaluation, A&M uses Azure AI and OpenAI services, assessing frameworks and third-party tools to implement Generative AI models. User Experience (UX) design principles ensure a user-centric AI solution, with wireframes and prototypes developed for feedback.

Finally, A&M aids in Regulatory Compliance and Security Assessment, reviewing requirements and security standards with TXShare experts to protect customer data. The solution is based on Azure Cloud Services and OpenAI LLM but remains adaptable to TXShare's preferences during the assessment phase

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

Figure 5. AI Solution Architecture Diagram



Architecture Design Components

ID	Component	Component Description
1	Resource group	It is a high-level container to hold the services that a user account can access with a given set of permissions and access.
2	Web App Interface	The web interface that the users would interact with while using the AI solution.
3	Nginx controller	This will act as an interface between the Kubernetes services that hold the application and the outside world with the help of networking.
4	Front-end user app	This is the Kubernetes cluster that will hold the front-end user application.
5	Back-end user app	This Kubernetes cluster will hold the back-end user application.
6	Open AI Azure AI Search Blob Storage	This is the Open AI service that provides access to Chat-GPT models. Azure AI Search is used for Retrieval Augmentative Generation of content to make it domain specific. OpenAI embeddings would be used to vectorize the Blob database to make it searchable using vector search.
7	Tabular Databases	The tabular database will hold database tables that can be converted to table schema.
8	Key Vault	Holds the secrets to access various systems in the architecture.
9	Redis Cache	To reduce latency in responses.
10	Container registry	Holds the docker images of both front-end and back-end applications.
11	VPN Gateway	To open limited access to the resources for the internet..

The AI solution is designed to provide both horizontal and vertical scalability, ensuring it can efficiently handle increasing data volumes and user interactions. This is achieved through the deployment of multiple nodes or pods and the use of auto-scaling cloud infrastructure. The solution will be developed and operated on the Azure Cloud Infrastructure, adhering

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

to stringent security guidelines set by both Azure and our company. To facilitate comprehensive access control, Azure Front Door will be utilized alongside VPNs, networks, and subnets. Additionally, the solution will incorporate failover mechanisms, multiple backups, and a robust disaster recovery plan across different cloud regions to maintain business continuity.

In collaboration with the client team, further design considerations will be discussed and agreed upon to tailor the AI solution to specific needs. This collaborative approach helps confirm that the solution is not only secure and scalable but also aligned with the unique requirements and expectations of the client, fostering seamless integration and operational efficiency.

4e.ii AI Solution Development Phase

In developing a comprehensive AI solution for the client, A&M will undertake a structured approach that encompasses the development of the front end, back end, database, and DevOps. This process is driven by phases focused on data integration and prompt engineering to achieve the desired customization and user experience.

The back-end development will involve designing the flow of interactions between users and the AI solution, defining conversation paths, decision trees, and possible user inputs. We will iteratively fine-tune the selected AI models, utilizing techniques such as retrieval-augmented generation and prompt engineering, to help the model perform well and meet design requirements. API links will be created to promote seamless communication between the front end and back end.

Once the AI solution is operationalized, it will undergo quality assurance testing and User Acceptance Testing (UAT) to validate its performance. During the hypercare period, we will monitor the model's performance, addressing defects and optimization opportunities. This includes fine-tuning the model on various scenarios, validating outputs against human judgments, and resolving identified defects. Continuous monitoring of application performance, API calls, and database performance will be conducted to assess effective outputs and responses.

4e.iii Data Collection and Preparation Phase

In the Data Collection and Preparation phase, A&M systematically gathers and preprocesses data to prepare high-quality inputs for AI model training. This begins with collecting existing data necessary for implementing the AI solution, including domain-specific information like guidelines, regulatory rules, procedures, and user manuals relevant to the client's use case. Additionally, A&M consolidates existing call and text transcripts, user guides, and complaint or query data according to defined workflows. Data is also sourced from the TXShare team and the client website, adhering to the project's scope.

Subsequently, A&M feeds live data to the AI solution by capturing solution logs and conversational logs between users and the AI application. This data is used to train the AI on common and general queries, with user-journey data, including demographic information, collected to enhance the AI's learning process.

Data Cleaning and Normalization are crucial for preparing the AI application. A&M cleanses the data by removing irrelevant content and standardizing formats, such as text normalization and correcting inconsistencies. The data is categorized and segmented into coherent themes related to common inquiries, with data groups labeled to identify key intents and entities. Quality checks are conducted for accuracy.

Finally, in preparation for AI training, A&M engineers prompts to feed the data into the model, ensuring appropriate and relevant responses. The data is used to build guardrails around the AI's responses, enhancing the model's reliability and effectiveness in real-world application.

4e.iv Model Selection and Customization Phase

In the Model Selection and Customization phase, A&M will utilize the OpenAI LLM by Microsoft to develop a custom AI solution tailored to the client's needs. The selection of OpenAI models will be based on the specific use-case and requirements, ensuring that the chosen model aligns with the client's objectives.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

For Retrieval Augmented Generation, A&M will employ Azure AI Search to access domain-specific data from Azure SQL and Blob Storage. This approach will allow the AI application to generate relevant responses by efficiently finding accurate matches through vector search, using OpenAI embeddings for vectorization.

To enhance the AI solution's functionality, A&M will integrate custom-built functional calls into the OpenAI model. These calls will address specific situations, provide domain-specific responses, and handle exceptions, offering greater personalization and accuracy in the AI's outputs.

4e.v API Integration

A&M will undertake the integration and implementation of 4x API Integration with a comprehensive approach. We will construct data pipelines utilizing available APIs and SDKs to support the AI application's efficient collection of pertinent data. A&M will establish a single source of truth (SSOT) specifically for the AI application's data elements, ensuring that this SSOT is updated at agreed intervals to maintain a focused, seamless, and current citizen experience. Rigorous testing will be conducted to guarantee the AI application operates correctly across various integrated platforms. Furthermore, A&M will continuously assess performance and gather feedback to improve the solution, enhancing engagement and efficiency.

4e.vi Testing

A&M will implement a comprehensive testing strategy as part of our proposal for the AI solution. This includes Core Component Testing, which involves functional User Acceptance Testing to verify that the application's core components operate as expected. The results from these tests, conducted across development, staging, and production environments, will be documented in the Testing Log.

We will also perform Volume/Load Testing to assess the AI solution's capacity to handle simultaneous user access without errors, identifying the maximum load it can sustain effectively. Our testing protocols will encompass rigorous phases, including unit testing, integration testing, and system testing, to validate both functionality and performance, ensuring solution components work seamlessly together and meet specified requirements.

User Acceptance Testing (UAT) will be conducted to evaluate the solution's performance in real-world scenarios, gathering stakeholder feedback to identify issues or areas for improvement, thus ensuring the solution aligns with user expectations and operational needs. Continuous validation procedures will be in place to maintain the solution's effectiveness over time, involving monitoring key performance indicators (KPIs) and conducting regular audits to improve alignment with evolving requirements and standards.

4e.vii. Pilot Use Case Deployment

Deployment Plan:

The deployment architecture for the AI solution, specifically focusing on predictive maintenance for parks, is designed to improve flexibility, scalability, and security. The deployment will be executed on the Azure Cloud Infrastructure, providing robust support for both cloud-based and on-premises options, depending on the specific needs of the TXShare member.

- **Cloud Infrastructure:** The AI solution will be primarily deployed on Azure Cloud, leveraging its comprehensive suite of services to support high availability and performance. Azure's auto-scaling capabilities will be utilized to handle varying loads, ensuring the solution can efficiently manage peak demands.
- **Scalability Considerations:** The architecture is designed to be horizontally scalable through the use of multiple nodes or pods, allowing for seamless expansion as data volumes and user interactions increase. Vertical scalability is also supported through Azure's auto-scaling infrastructure, ensuring the solution can adapt to growing needs without compromising performance.

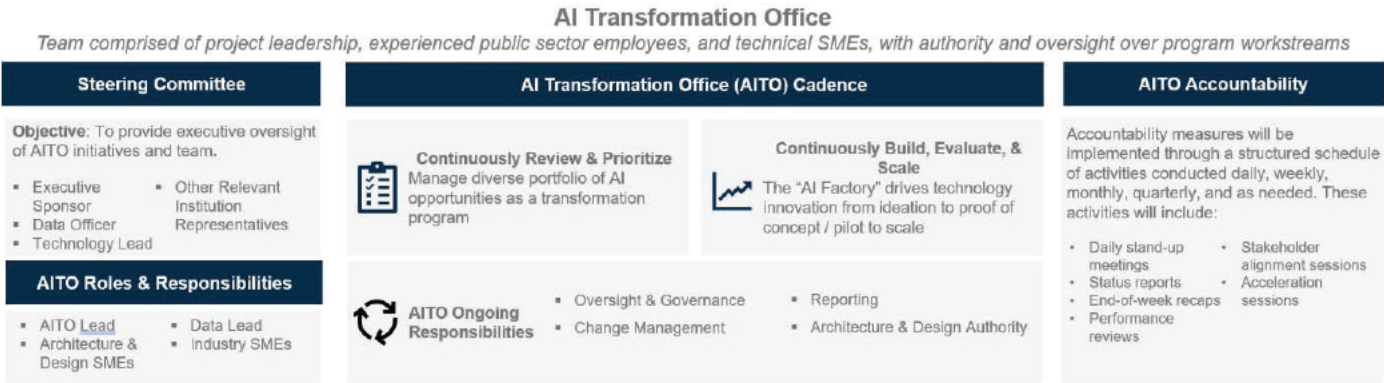
Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

- **Security Measures:** Security is a paramount consideration in the deployment architecture. The solution will adhere to stringent security protocols, including the use of Azure Front Door for secure access control, VPNs, and subnets to protect data integrity. Failover mechanisms and multiple backups will be implemented to promote business continuity and disaster recovery across different cloud regions.

4f. Program Governance

In driving the AI solution implementation for the TXshare members or other AI initiatives, A&M will help establish and liaise with, a designated AI Transformation Office (AITO). The AITO serves as the clients’ governance structure to drive and navigate the pilot solution’s design, execution, implementation, adoption, and ongoing maintenance.

Figure 6. AI Transformation Office (AITO)



4.g Project Management Methodology

A&M's project management methodology emphasizes the importance of regular and on-demand touchpoints to facilitate effective collaboration and informed decision-making. Regularly scheduled reviews and status checks will be conducted to maintain alignment on decisions and project progress. Additionally, interim checkpoints will be arranged as needed to address any emerging issues. This structured approach keeps team members consistently informed and engaged, allowing for seamless project execution and timely resolution of challenges that may arise.

Figure 7. Stakeholder Meeting Cadence and Objectives

Governance	Review and Decisions
Sprint planning	The team will create a sprint plan detailing scope, schedule, and risk management, while employing continuous sprint backlog practices for integrating new features. The AI solution's design and architecture will be finalized, and agreements on solution reviews will be established to ensure alignment and quality.
Daily Scrum meetings	Regular scrum meetings will be conducted to monitor progress and address dependencies, while actively encouraging and incorporating feedback from key stakeholders. Each meeting will include a recap of the previous day's activities, a discussion of the current day's plans, and an exploration of any issues or challenges related to these activities.
Weekly Review	The project status will be reviewed regularly, focusing on schedule, deliverables, and quality. Key issues and escalations will be addressed, with ongoing monitoring and management of risks. Interdependencies will be assessed, and upcoming tasks and actions will be organized and prioritized. Additionally, project milestones will be reviewed to ensure alignment with overall objectives.
Quarterly Review	The project status will be assessed in terms of time, cost, and quality. Key risks will be documented and addressed, ensuring alignment among stakeholders regarding the project's current status.

Project Management Tools

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

A&M will utilize project management tools such as Jira or other chosen software to effectively track tasks, requirements, and progress. Microsoft Project Plan will be employed for monitoring project progress and resource allocations. Additionally, status update decks will be used to track progress and action items during each review meeting, ensuring project activities are well-documented and transparent.

Direct Communication Lines

To facilitate seamless communication, A&M proposes using platforms like Zoom or Microsoft Teams for day-to-day interactions. These tools will be complemented by phone calls to maintain direct and efficient communication lines with TXShare members, allowing for real-time updates and quick resolution of queries or issues that may arise.

Documentation and Reporting

A&M is committed to maintaining comprehensive documentation and reporting throughout the project lifecycle. This includes creating and maintaining a RAID log to track risks, assumptions, issues, and decisions. Weekly status update decks will summarize the activities of both the TXShare and A&M teams, keeping stakeholders informed and engaged in the project's progress.

4h. Execution Methodology

Execution Methodologies: Agile and Scrum

A&M employs a structured methodology and approach when developing and creating AI solutions and architectures, tailored to meet the specific needs of public sector entities. Our methodology leverages Agile and Scrum frameworks to promote effective planning, execution, and control, facilitating timely and within-scope project delivery.

KPIs and Metrics:

To effectively monitor progress and conduct health checks for the AI development project, A&M proposes establishing a set of Key Performance Indicators (KPIs) to be tracked at regular intervals. This strategic approach aids in the early identification of risks and facilitates their mitigation through collaboration with TXShare members. The KPIs, which will be discussed and finalized with TXShare members, are designed to align the AI chatbot project with the established roadmap, ensuring that progress is systematically tracked through relevant metrics.

Key Performance Indicators

- **Schedule Adherence:** This involves monitoring the timely completion of required deliverables to keep the project on track.
- **Test Quality and Defect Tracking:** Ensuring the AI solution meets functional and performance requirements through rigorous testing and defect documentation.

Regular Reporting

Regular reporting is crucial for maintaining alignment and transparency among stakeholders. This includes:

- **Meeting Cadences:** Following planned meeting schedules to align TXShare and A&M team members.
- **Weekly Status Updates:** Using these updates as a basis for comprehensive reporting.
- **Quarterly Stakeholder Alignment:** Ensuring key stakeholders are aligned with project progress and objectives through regular updates.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

Proactive Risk Management:

A&M employs proactive approach, focusing on the early identification and effective management of potential risks. This involves a collaborative effort with TXShare members to efficiently address risks. Below is a selection of potential risks identified within the scope of the AI chatbot project, along with their proposed mitigation plans:

Figure 8. Risk & Mitigation Plans

Risks	Mitigation Plan
Delay in Provisioning of Necessary Setup and Access	To mitigate this risk, we will establish a smooth communication channel and an escalation path to provide training and necessary support as per defined timelines.
Lack of Documentation Availability:	We propose that TXShare member provide Subject Matter Expert (SME) support to assist in providing detailed documentation and necessary access.
Lack of Engagement from TXShare Resources	To address this, we will outline clear communication and response accountabilities, identify dependencies with estimated times of arrival (ETAs), and engage with SMEs when documentation is inadequate.
Scope Creep Leading to Delays and Potential Contract Amendments	We will define clear scope boundaries and conduct regular review meetings with TXShare to resolve issues. Any additional scope changes will be mutually agreed upon and managed through a formal change to the contract.
Accountability and Dependencies on Interfacing Applications	A clear communication process will be established with defined acceptance and entry criteria to manage dependencies effectively, and engage with TXShare leadership to help clearing the dependency.

Innovation and Customization

A&M places a strong emphasis on innovation and customization in our AI solutions, ensuring they are tailored to meet the needs of public sector entities. By leveraging the latest technologies and methodologies, we deliver solutions that are both effective and adaptable. This allows each solution to be precisely configured to address the distinct challenges and objectives of the entity it serves.

Innovation is a key driver in our solution development, as we incorporate advanced AI techniques and tools such as natural language processing, predictive analytics, and machine learning. These technologies enhance the capabilities of our solutions, enabling them to deliver high-quality performance and insights.

4i. AI Governance

Governance Framework:

A&M integrates a comprehensive AI governance framework into the data strategy to promote responsible and ethical deployment of AI solutions for TXShare members. This framework is designed to cover both the development and implementation phases, ensuring that AI solutions align with organizational goals and regulatory requirements.



Ethical Guidelines and Transparency: A&M supports the development of ethical guidelines for AI deployment, ensuring that AI solutions are used responsibly and transparently. We promote transparency in AI algorithms and decision-making processes, providing clear explanations for AI-driven decisions to stakeholders and end-users.

Compliance with Regulations: The governance framework promotes adherence to relevant data privacy and security regulations, such as GDPR and HIPAA. This includes implementing data protection measures and obtaining necessary user consents for data collection and processing.

Bias Mitigation

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

To promote fairness and equity in AI solutions, A&M employs robust strategies for bias mitigation and algorithm transparency:

- **Bias Detection and Mitigation:** A&M implements strategies to identify and mitigate biases in AI models, ensuring that the solutions are fair and equitable. This involves regular audits of AI outputs to detect demographic discrepancies and implementing corrective measures as needed.
- **Continuous Monitoring and Improvement:** We continuously monitor AI models for performance and compliance with governance policies. This includes setting up feedback loops and performance metrics which allows AI solutions to remain aligned to ethical standards and user expectations.
- **Algorithm Transparency:** A&M strives for the use of transparent and understandable algorithms AI solutions. We provide detailed documentation and explanations of how AI models function, enabling stakeholders to trust and verify the outcomes produced by the AI systems.

4j. Data Governance

Data Management and Governance:

A&M employs a comprehensive data governance strategy to support the development and deployment of AI solutions for TXShare members. This strategy allows data to be managed effectively throughout its lifecycle, maintaining high standards of integrity, privacy, and security.

- **Data Collection and Preparation:** To maintain data accuracy and integrity, A&M implements robust mechanisms throughout the data lifecycle. This includes validation checks and error correction protocols, which are essential for ensuring that data remains reliable and accurate as it is collected, processed, and utilized in AI models.
- **Data Integrity and Accuracy:** To maintain data accuracy and integrity, A&M implements robust mechanisms throughout the data lifecycle. This includes validation checks and error correction protocols, which are essential for ensuring that data remains reliable and accurate as it is collected, processed, and utilized in AI models.
- **Data Privacy and Compliance:** A&M adheres to stringent data privacy laws and regulations, such as GDPR and HIPAA. We employ data anonymization and pseudonymization techniques to protect individual privacy. User consent is diligently obtained and documented for data collection and processing activities, ensuring compliance with legal standards and fostering trust among stakeholders.
- **Access Controls:** Role-based access controls (RBAC) are established to restrict data access to authorized personnel only. This is complemented by the implementation of multi-factor authentication (MFA) for accessing sensitive data, providing an additional layer of security to safeguard against unauthorized access.
- **Data Retention and Disposal:** A&M specifies clear data retention policies, detailing the duration for which data will be stored and the methods for its secure disposal once it is no longer needed. This approach supports responsible data management and compliance with regulatory requirements, ensuring that data is handled with care and disposed of appropriately.
- **Data Auditing and Monitoring:** Regular auditing and monitoring of data usage and access are conducted to support adherence to governance policies. Logging mechanisms are implemented to track data access and modifications, providing transparency and accountability. This continuous oversight helps in maintaining data integrity and security, while also enabling quick identification and resolution of issues that may arise.

Security Measures:

A&M employs advanced security measures to protect data integrity and security of AI solutions:

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

- **Threat Detection and Response:** AI-driven threat detection systems are implemented to identify and respond to potential security breaches in real-time. Robust identity verification mechanisms are integrated to support secure access control and prevent unauthorized access.
- **Encryption:** End-to-end encryption is used for data in transit and at rest, employing industry-standard encryption algorithms and key management practices to safeguard data.
- **Vulnerability Management:** Regular vulnerability assessments and penetration testing are conducted to identify and address security vulnerabilities. Timely patching and updating of software are supported to maintain a secure environment.
- **Security Governance Framework:** A governance framework is established to outline security policies, procedures, and responsibilities. Continuous compliance with security standards and leading practices is maintained to protect data and systems.

4k. Support Model

Ongoing Support

Implementing AI within a government entity requires a robust support model to maintain its effectiveness, security, and compliance with regulatory standards. A&M offers a comprehensive support framework for AI solutions deployed for TXShare members, ensuring continuous improvement and operational excellence.

- **Continuous Improvement Mechanisms:** Regular updates to AI algorithms will be conducted to adapt to new data and evolving requirements. This includes continuous monitoring for biases and inaccuracies, ensuring the AI solution remains effective and aligned with organizational goals.
- **Performance Monitoring:** The AI solution's performance will be continuously monitored to assess its effectiveness under current user loads and queries. This includes tracking key performance indicators (KPIs) and implementing necessary adjustments to improve performance.
- **Documentation and Training:** Comprehensive project documentation, including project plans, requirements specifications, design documents, and technical documentation, will be provided to TXShare members. Additionally, ongoing training and development programs will be offered to equip staff with the necessary skills to manage and utilize the AI systems effectively.
- **Hypercare Period:** Following the User Acceptance Testing (UAT) and go-live phase, a hypercare period of approximately two months will be implemented. During this time, a dedicated maintenance and support team will be available to resolve defects and provide continuous support.

4l.Team Structure

Below is a table that provided an overview of the team structure, including roles and responsibilities of key personnel. Please note that staffing is subject to project scope specifics and may require a variety of personnel that may vary from those below:

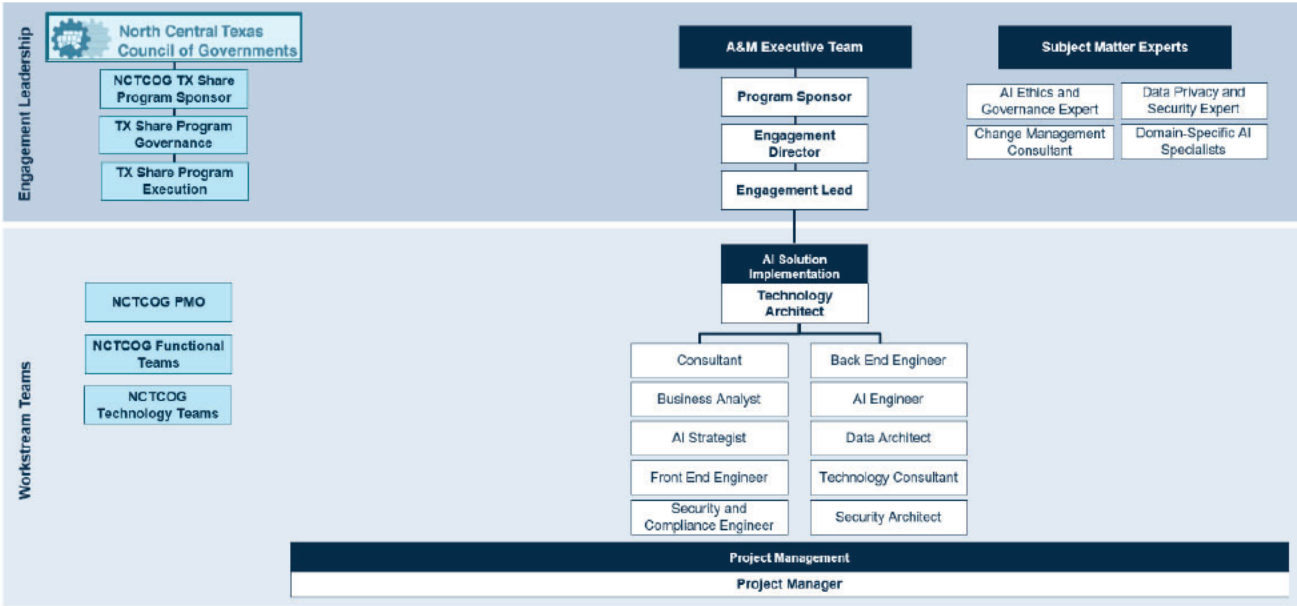
Figure 10. A&M Team Roles & Responsibilities

Project Role	Responsibilities
Project Sponsor	The Project Sponsor is responsible for providing strategic direction, overcoming barriers to achieving the chartered scope, facilitating coordination and communication with stakeholders
SME(s)	SMEs provide subject matter expertise in public sector and public services, offering guidance based on their experience working with and in state and local governments.
Engagement Lead	Oversees all aspects of the project, including planning, management, communication, configuration management, change management, contract management, training, and budget.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

Project Role	Responsibilities
AI Strategist	Manages the development and deployment of the AI solution, leading a team of developers and designers, defining the solution's scope and functionality, and ensuring it meets user needs.
Business Analyst	The Business Analyst is responsible for analyzing business processes, identifying areas for improvement, and ensuring that the AI solution aligns with business objectives and requirements.
AI Engineer	The AI Engineer develops and implements AI models and algorithms, ensuring they are designed for performance and accuracy.
Front End Engineer	The Front End Engineer designs and implements the user interface of the AI solution, ensuring it is user-friendly and meets design specifications.
Back End Engineer	The Back End Engineer develops and maintains the server-side logic, ensuring the AI solution's functionality and integration with other systems.
Consultant	The Consultant oversees the testing phase of the AI solution's development, including developing and implementing testing strategies, identifying and documenting defects, and ensuring the solution meets functional and performance requirements.
Data and Security Architect	The Data and Security Architect acts as a subject matter expert on AI solution architecture, coordinating with the AI Solution Lead to promote data integrity and security.
Technology Consultant	The Technology Consultant integrates the AI solution with other systems and platforms, working closely with stakeholders to identify integration requirements and develop solutions that meet end-user and stakeholder needs.
Security & Compliance Engineer	The Security and Compliance Engineer manages the security of the AI solution application, developing and implementing security policies and procedures to protect the solution.

Figure 11: Example Organizational Chart



4m. Training Plan

Training Programs:

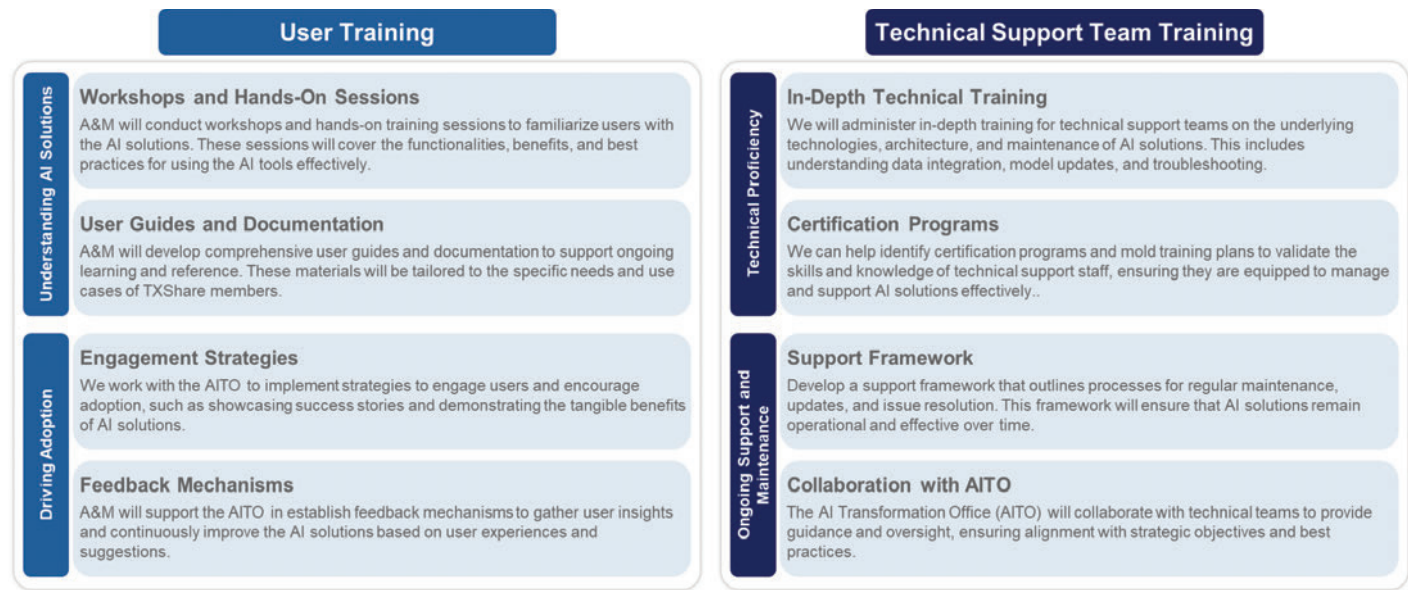
A&M recognizes that successful AI implementation requires comprehensive training and capacity building to promote both user adoption and technical proficiency. Our strategy addresses training from two perspectives: user training on how

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

to effectively use the AI solution, and technical support team training on technology support and maintenance. This dual approach is essential for scaling AI within participating TXShare members.

Figure 12: Training Plan

Knowledge Sharing:



- **User Training:** Tailored training programs will be developed to equip public sector staff with the skills needed to effectively utilize AI solutions. This includes hands-on workshops, interactive tutorials, and role-based training sessions that focus on the specific functionalities and applications of the AI solution relevant to their roles.
- **Technical Support Training:** Specialized training will be provided to technical support teams to promote proficiency in maintaining and troubleshooting the AI systems. This includes training on system architecture, data management, and security protocols, enabling them to provide effective support and system reliability.

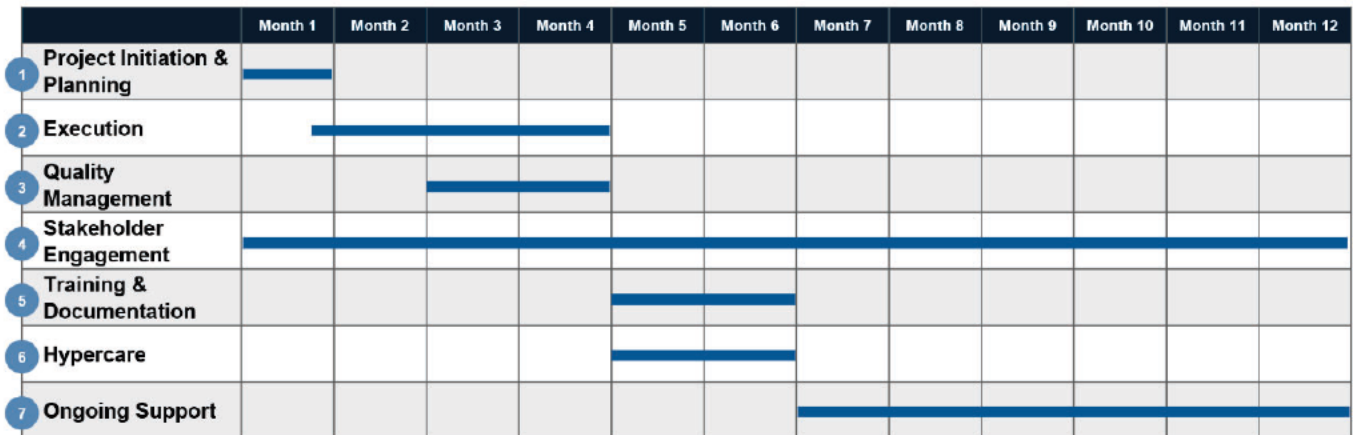
To build internal capabilities and promote the sustainability of AI initiatives, A&M employs strategic knowledge sharing practices – Comprehensive documentation, including user manuals, technical guides, and troubleshooting resources, will be provided to support ongoing learning and reference, equipping staff with the necessary information to design and manage the AI solution effectively. A&M will facilitate mentorship programs and collaborative workshops to promote knowledge sharing and peer learning among staff, encouraging the exchange of leading practices and innovative ideas to enhance the organization's overall capability. Additionally, continuous learning opportunities, such as webinars, e-learning modules, and refresher courses, will be offered to keep staff updated on the latest advancements in AI technology and practices, ensuring the organization remains agile and responsive to technological changes

4n. End-to-End Timeline

A&M proposes a comprehensive project roadmap for the design, development, and deployment of AI solutions tailored to the public sector. Our methodology integrates Agile and Scrum frameworks with the PMBOK guidelines to provide a comprehensive project management strategy that emphasizes flexibility, collaboration, and continuous improvement.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

Figure 13. Project Roadmap



ID	Phase	Phase Description
1	Project Initiation & Planning	During project initiation and planning, define scope, objectives, and stakeholders—focusing on wastewater management and landscape engineering. Use Agile and Scrum to foster collaboration and adapt with park management and the community. A comprehensive plan covers scope, schedule, costs, and risks, ensuring alignment with the goal of maintaining vibrant, accessible parks
2	Execution	During the execution phase, the project plan is carried out with targeted resource allocation and continuous monitoring. Tasks such as trimming, mulching, and wastewater management are completed using Scrum sprints, ensuring incremental improvements. Regular assessments keep the AI solution aligned with operational efficiency and service goals in public parks.
3	Quality Management	In the quality management phase, high standards are upheld using advanced technologies like OpenAI models and Azure AI Search. OpenAI embeddings vectorize the Blob database for efficient, relevant park maintenance information, improving accessibility and management. for a few seconds Quality management employs advanced technologies to maintain high standards. OpenAI's Chat-GPT and Azure AI Search (with Retrieval Augmentative Generation) tailor content to park needs, while vectorized Blob data ensures efficient search and accessibility for effective park maintenance
4	Stakeholder Engagement	During stakeholder engagement, a tabular database organizes park maintenance data for easy access and analysis, enhancing communication and collaboration. Regular meetings ensure buy-in, alignment, and ongoing involvement of key stakeholders
5	Training & Documentation	During the training and documentation phase, comprehensive records are developed to document processes, outcomes, and provide a reference for future activities. Training sessions equip park management and staff with skills to utilize the AI solution effectively, including software functionality, best practices, and troubleshooting to enhance park maintenance efficiency. During training and documentation, comprehensive records capture processes and outcomes to support continuity and informed decisions. Training sessions equip park staff with software skills, best practices, and troubleshooting, enabling them to maximize the AI solution's benefits for efficient park maintenance.
6	Hypercare	During the two-month monitoring and hypercare phase of the park's maintenance AI solution, project performance is closely tracked to address variances and implement corrective actions in park operations. Intensive oversight ensures tasks like landscape engineering and resource allocation meet standards. Regular sprint reviews and retrospectives support continuous improvement, keeping the project aligned with the strategic goals of maintaining well-kept and accessible public parks.
7	Ongoing Support	After the hypercare phase, ongoing support continues for six months to ensure the AI solution's effectiveness and adaptability. Continuous monitoring addresses emerging issues and enhances performance, with regular updates and maintenance scheduled to align with evolving park maintenance needs. This phase emphasizes sustained collaboration with park management and stakeholders, fostering ongoing enhancement of public park facilities.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

Category 1 - AI Solutions					
<div>Notes:</div> <div>1. This pricing sheet is an EXAMPLE of how pricing should be submitted for RFP 2025-018.</div> <div>2. Please provide unit pricing for each proposed item, including a percentage discount offering, if any.</div> <div>3. Use as many lines as necessary.</div> <div>4. Detail any additional information.</div>					
Description	Add additional description if necessary:	Unit Price	% Discount	Discounted Unit Price	Notes/Comments
1. Software Licensing and Subscription Costs: Provide the cost breakdown for software licenses, subscriptions, or any other software-related fees.	The services include Azure Database, Azure Kubernetes Services, Azure AI Services, Open AI Services, Storage, Application Gateway, and Azure Container Services. The price estimated is for a duration of 12 months (estimate of \$8,300 per month)	\$99,600		\$99,600	The price provided is only an estimate at \$8,300 per month for a duration of 12 months. The final hosting environment will be determined in consultation with the NCTCOG and finalized accordingly. The actual costs will be billed to the NCTCOG as a pass-through expense. Therefore, this estimated cost is not included in the Alvarez and Marsai fee
2. Implementation and Customization Costs: Outline the costs related to the implementation of the AI solution, including setup, integration with existing systems, customization, and deployment.	The AI solution will be customized to address a single use case or challenge	\$1,650,000	25%	\$1,237,500	The suggested unit price, which is pre-discount, applies to a single use case or challenge. The AI solution will be left behind for NCTCOG's use, and no ongoing license fee will be charged
3. Training and Support Costs: Include costs for training government staff, technical support, and customer service, both during and after implementation.	The 'Train the Trainer' model will be utilized for scalability and cost-awareness purposes. A two-month hypercare period for post-implementation support is also considered	\$480,000	25%	\$360,000	The suggested unit price, which is pre-discount, applies two months of hypercare support following the implementation of the AI solution
4. Ongoing Maintenance and Updates: Provide costs for ongoing software maintenance, updates, and any regular services required to keep the AI system running smoothly.	Ongoing maintenance is assumed for a duration of 6 months. This can be extended on a per month cost basis	\$600,000	25%	\$450,000	The suggested unit price, which is pre-discount, applies for 6 month maintenance duration
5. Optional Add-Ons or Features: List any additional features or services available that are not included in the core proposal but can be added at an additional cost.				\$0	
6. Total Cost of Ownership (TCO): Summarize the Total Cost of Ownership (TCO), which includes all costs over a defined period (e.g., 3 years or 5 years). This should reflect software, implementation, support, maintenance, and optional add-ons.	The suggested Total Cost of Ownership (TCO) covers a duration of 12 months (1 year), which includes 4 months of implementation, 2 months of hypercare, and 6 months of maintenance.	\$2,829,600	25%	\$2,147,100	The suggested Total Cost of Ownership (TCO) covers a duration of 12 months (1 year) for implementing and maintaining the AI solution for one challenge. The cost will become more economical as more AI solutions are implemented. This will be optimized during contract discussions
7. Additional Costs (if applicable): List any additional costs not covered in the above sections that are relevant to the proposal, such as travel costs, setup fees, or other miscellaneous charges.	The estimated travel costs are expected to be under 5% of the total project fee. We will bill NCTCOG for the actual expenses incurred	< 5% of project fee			We are committed to minimizing project expenses by working remotely and utilizing local office resources. For any anticipated travel-related expenses, we will seek approval from NCTCOG's project executive prior to booking.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

5. Pricing

A&M recognizes that this solicitation is based on a hypothetical engagement to develop the AI solutions to address specified challenges. However, our proposed timeline is significantly shorter, at four months or 16 weeks. Within this timeline, we believe that we can implement a AI solution for one of the challenge areas, provide training and hypercare for another 2 months to enable the client technical staff and users on the AI solution implemented. In the pricing sheet we have included 6 months maintenance cost to provide the total cost for an year.

Our pricing is based on a fixed fee model, which is impacted by the potential roles required for the scope of services. Our approach involves a combination of A&M resources from the US and India, with subcontractors potentially leveraged as needed to support project requirements. **Based on our proposed methodology and anticipated level of effort, we estimate the total professional fees for implementing the AI solution in four month period could be up to \$1,280,000.** These proposed fees are indicative and will likely be refined as more detailed project scoping information becomes available.

However, we did recognize that the request in the RFP is to cover a total cost of ownership including support and ongoing maintenance. We have assumed a total duration of 12-month fixed fee pricing for the total cost of ownership. **We estimate the professional fees for the 12 months project could be up to \$2,200,000.** A&M is confidently capable of implementing an AI solution covering multiple use cases (3 to 5) for a TX Share member within this timeframe and the cost will be finalized based on the scope. The project specific scope will dictate staffing needs, which may positively or negatively impact the total cost.

Expenses. We are committed to minimizing project expenses by working remotely and utilizing local office resources. For any anticipated travel-related expenses, we will seek approval from NCTCOG’s project executive prior to booking. We anticipate that expenses **will not exceed more than 5% of the total project fees.**

General Assumptions

The following assumptions have been made, and any changes could impact the project's cost and/or schedule:

- | | | |
|---|--|---|
| • Project scope example is focused on a TXShare member’s park’s one solution implementation. | • We anticipate engaging in further discussions and negotiations to finalize the statement of work. | offshore/nearshore resources with approval by applicable TXShare member. |
| • The four-month scope is based on AI solution implementation for one use case of a TXShare member project. | • We can be flexible with working logistics to fit the preferred working style of the applicable TXShare member scope; this includes employing A&M | • Production infrastructure and software licenses will be provided by the applicable TXShare member team. |

6. Proposed Value Add

Driving Impactful Transformation with the A&M PATH Framework

At A&M, we are dedicated to empowering organizations with innovative artificial intelligence solutions that deliver measurable, sustainable results. Guided by our proprietary **PATH Framework**, we structure our engagements to drive meaningful transformation tailored to our clients' unique needs.

Our PATH Framework is at the core of how we approach our projects:

- **Plan:** We collaborate with stakeholders to define clear objectives and create a roadmap that aligns with your strategic goals.

Proposal for RFP #2025-018 - AI Solutions for Public Sector Entities

- **Activate:** Our team of AI experts deploys tools, technologies, and methodologies to activate impactful AI solutions seamlessly integrated into your workflows.
- **Transform:** We focus on delivering measurable improvements, transforming operations, customer experiences, and decision-making capabilities through data-driven insights.
- **Harness:** We promote sustainability by empowering your team to harness the potential of AI, delivering long-term value and fostering continuous innovation.

By integrating the A&M PATH Framework, we provide a structured yet flexible approach that helps your organization achieve both short-term and long-term success. Together, we transform challenges into opportunities, delivering value through intelligent solutions.

Ok A&M offers substantial value through its ability to replicate relevant use cases across various sectors, including public works, administration, and technology. This adaptability highlights A&M's extensive experience and capability to customize solutions for diverse environments, ensuring broad applicability of their approach. A key value addition of A&M's proposed solution is its collaborative approach, working directly with the data provided by the entity. This helps solutions stay highly relevant and tailored, facilitating easier support and training for the entity's personnel.

7. HUB Bonus

While A&M understands that this section is intended for proposing companies who are HUB certified, we want NCTCOG to be aware of our intent and commitment to use HUB suppliers if we are selected for this contract. As part of our national Diverse Supplier Program, A&M has standing master services agreements with over 10 Texas HUBs who have been thoroughly vetted and reference-checked prior to our contracting with them. As a firm, we are committed to working with Diverse Suppliers, providing teaming opportunities, mentorship, networking and advancement opportunities.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:	Alvarez and Marsal		
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <p>Will service all fifty (50) states <input checked="" type="checkbox"/> Will not service fifty (50) states <input type="checkbox"/></p> <hr/> <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	ALL	
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

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

End of Exhibit 3

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

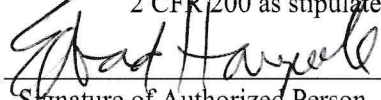
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period 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
EDWARD HANAFOLE
 Name of Authorized Person
ALVAREZ AND MARSAL
 Name of Company
JULY 23, 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

MANAGING DIRECTOR

Title

ALVAREZ AND MARSAL

Agency

JULY 28, 2025

Date

APPENDIX D **PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR** **EQUIPMENT CERTIFICATION**

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

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

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

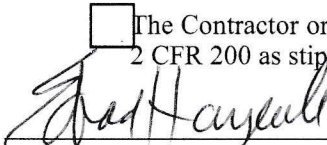
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services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

Check one of the following:

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

-OR-

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



 Signature of Authorized Person

EDUARD HANAPOLE

 Name of Authorized Person

ALVAREZ AND MARSAL

 Name of Company

JULY 23, 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.

Eduard Hanapole
Signature of Authorized Person

EDUARD HANAPOLE
Name of Authorized Person

ALVAREZ AND MARSAL
Name of Company

JULY 23, 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.

Edward Haxable
Signature of Authorized Person

EDUARD HAXABLE
Name of Authorized Person

ALVAREZ AND MARSAL
Name of Company

JULY 23, 2025
Date

**APPENDIX E
DEBARMENT CERTIFICATION**

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

ALVAREZ AND MARSA PUBLIC SECTOR SVCS LLC, 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:

Edward Hanapol

Signature of Certifying Official
MANAGING DIRECTOR

Title
JULY 23, 2025

Date of Certification

Form 1734
Rev.10-91
TPFS