

# TXShare

## Your Public Sector Solutions Center

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

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

**Fuchsia Services, Inc, dba Fushiaa ("Contractor")**  
8401 Orchard Hill Drive  
Plano, TX 75025

#### ARTICLE I RETENTION OF THE CONTRACTOR

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

#### ARTICLE II SCOPE OF SERVICES

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

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

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

## 2.5 NCTCOG Obligations

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

## 2.6 Participating Entity Obligations.

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

## 2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2025-023.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III

### TERM

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

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

#### **ARTICLE IV COMPENSATION**

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

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

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

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

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to 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 <a href="mailto:elittrell@nctcog.org">elittrell@nctcog.org</a>
---------------	---

If to Contractor:

**Fuchsia Services, Inc, dba Fushiaa**

**Attn:** Vijayalakshmi Rajaramanan

8401 Orchard Hill Drive

Plano, TX 75025

**Phone:** 248-219-9442

**Email:** [viji@fushiaa.com](mailto:viji@fushiaa.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.



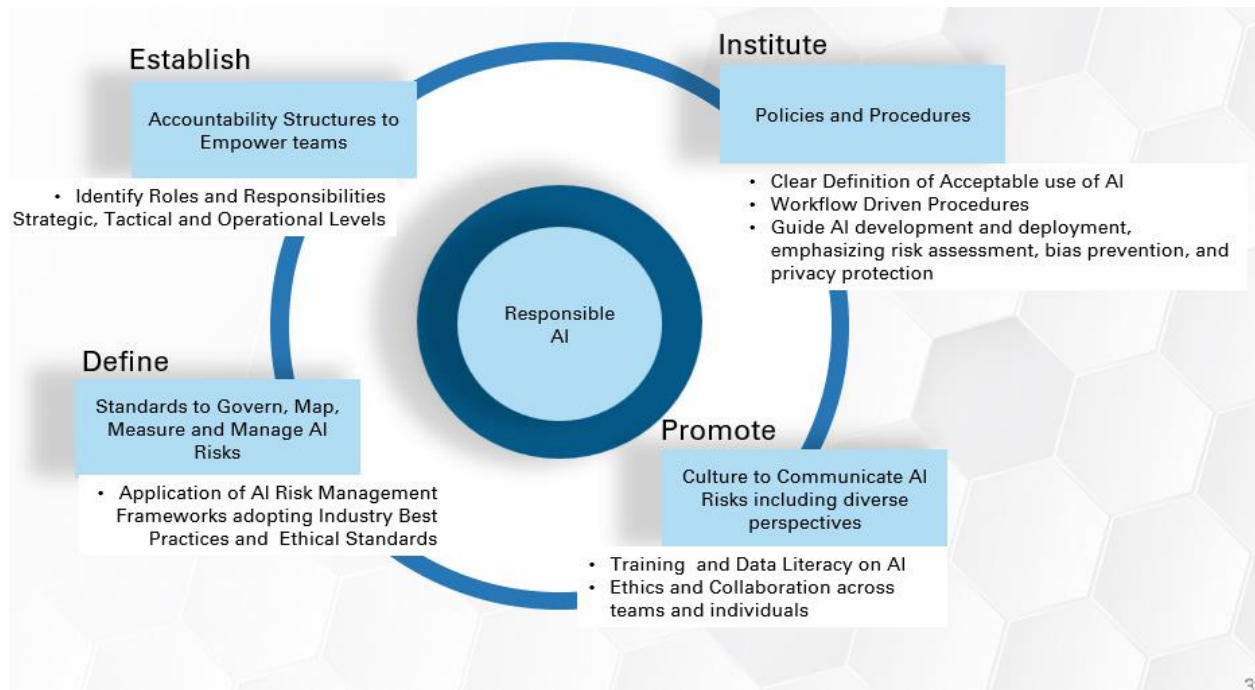
**APPENDIX A**  
**Statement of Work**

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

## Fuchsia Services, Inc AI Consulting Capability Statement



### The Responsible and Secure AI Charter



We deliver AI Services with a commitment to Responsible and Ethical AI by educating and implementing the Responsible AI Charter. This charter guides organizational efforts in setting standards, defining accountability structures, and fostering a culture that prioritizes ethical AI development across the organization. We will focus on managing AI risks, preventing bias in our algorithms, and protecting the privacy of our members' data.

- We Establish the Accountability Structures, Roles, and Responsibilities Required for Strategic, Tactical and Operational AI
- We Institute the Required Policies, Procedures, process, workflows, cadences, templates to clearly define AI and AI Risk Management
- We help Promote the Culture to Adopt AI with required Training and Literacy around AI cutting out the noise, while ensuring ethics and collaboration across teams and structures
- We leverage Standard Risk Management Frameworks to adopt Industry Best Practices and standards to ensure the Enterprise aligns with best-in-class AI Implementation
- We are a high-touch boutique consulting company, deeply embedded with client organizations to deliver high quality AI consulting, amidst the fast-moving pace of change in AI.

### Key Components of The AI Charter

- Identifying and integrating core principles like fairness, transparency, and accountability into our AI practices.
- Embedding these Responsible and Secure AI principles into our existing and future policies.
- Engaging with both internal and external stakeholders to ensure alignment with broader ethical standards and expectations.

Fuchsia Services, Inc AI Consulting Capability Statement



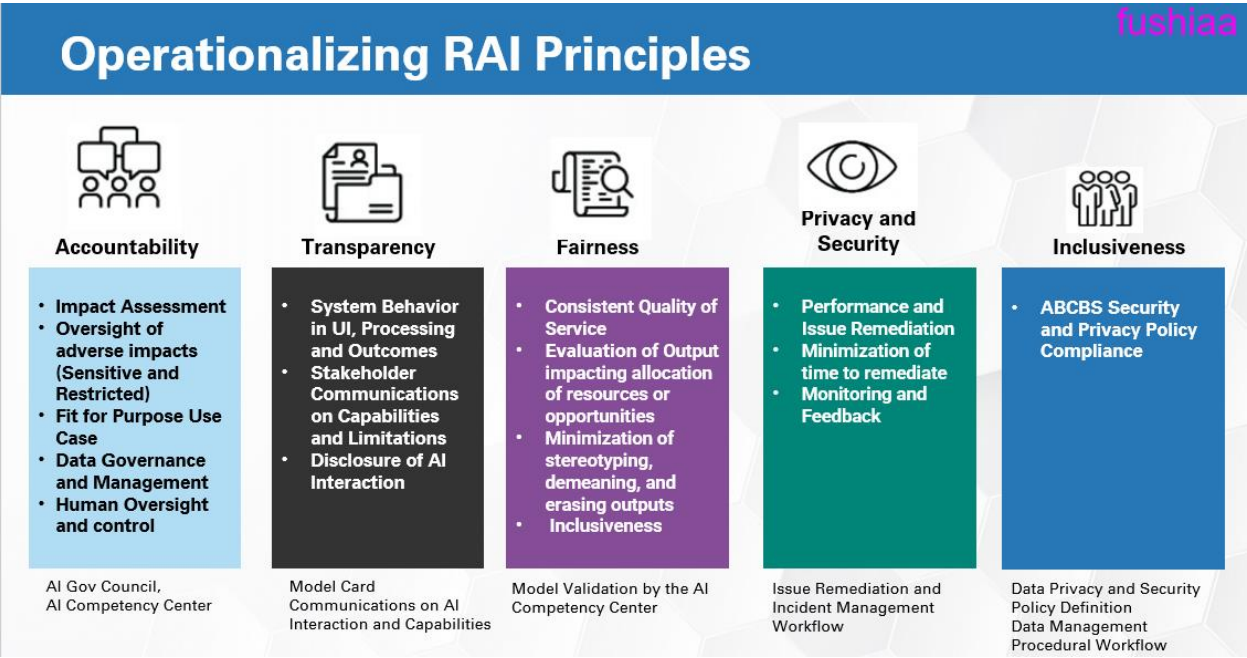
- Conducting regular risk assessments to proactively identify and mitigate potential biases and discriminatory outcomes.
- Tracking our compliance with industry regulations and standards like the NIST AI Risk Management Framework.
- Establish clear performance metrics to measure the effectiveness of our RAI initiatives.

The RAI (Responsible AI) Principles

To put these principles into practice, we conduct impact assessments, ensure human oversight of AI systems, and prioritize data governance. We also communicate transparently about the capabilities and limitations of our AI systems and ensure consistent quality of service.

Fushiaa develops and deploys AI solutions that are accountable, transparent, fair, and inclusive, while respecting privacy and security. This commitment to RAI will guide our efforts as we continue to innovate and leverage AI to better serve our members.

Our Methodology Starts with the Identification of the Risk Management Framework by the Enterprise or IT Risk Office. Standards in Healthcare are HITRUST and NIST.

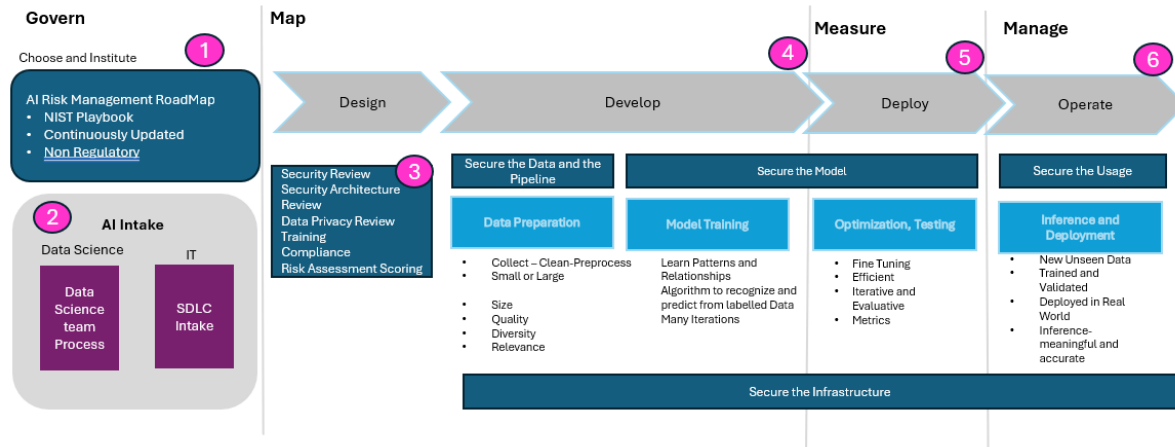




## Fuchsia Services, Inc AI Consulting Capability Statement



### Core Consulting Methodology



We have a 6 step Process to Deliver AI Consulting Across Organizations

#### 1. Choose and Institute AI RMF

Workshop to Choose and Institute the AI RMF of Choice: Audience Includes Senior Leadership and Mid to Senior Management, Informing, Training on using Risk Scoring for AI

#### 2. SDLC Update

- **Evaluate Current Practices** Understand the existing SDLC methodology and identify its strengths and weaknesses across each phase (requirements, design, development, testing, deployment, maintenance).
- **Ensure Compliance** Assess adherence to relevant industry regulations and standards, particularly important in healthcare.
- **Optimize Efficiency** Identify areas for improvement to streamline the development process and reduce costs.
- **Improve Quality** Make recommendations to enhance the quality of software produced through the SDLC.
- **Develop Roadmap** Create a strategic plan for implementing the recommended changes to optimize the SDLC for future development efforts.

#### 3. Implement AI Review Assessments

- Establish a Security Review Board (SRB) process to assess AI solution security at different stages.
- Ensure the formation of a multidisciplinary team with defined roles for security and compliance reviews.
- Set up review cadences, deliverables, and documentation of findings.
- Implement a continuous assessment process for AI governance and compliance with security standards (e.g., NIST, ISO).
- Provide recommendations for remediation of identified risks and maintain ongoing oversight.

**Fuchsia Services, Inc AI Consulting Capability Statement****4. Develop AI Impact Assessment and Process**

Delivered Services	<p>Rule 1557: Specific to Healthcare</p> <p>Develop and implement initial policies and procedures to ensure compliance with Section 1557, focusing on non-discrimination in healthcare services, data-driven decision-making, and the integration of AI systems with human oversight.</p> <p>Development and implementation of remaining policies and procedures, ensuring all compliance requirements are met and mapped to NIST standards. Establish measurement frameworks to track compliance and performance.</p>
Requirements	<ul style="list-style-type: none"> <li>• Human in the Loop Establishing policies that ensure AI-driven decisions are subject to human review, preventing potential biases and ensuring alignment with non-discrimination requirements.</li> <li>• Initial Governance Defining and establishing the role of the governance council in overseeing compliance efforts and policy implementation.</li> <li>• Policy Completion: Finalizing all necessary policies and procedures to meet full compliance.</li> <li>• NIST Mapping: Ensuring that all policies are aligned with NIST standards, with clear mappings that demonstrate compliance.</li> <li>• Measurement Framework: Developing tools and processes to measure compliance effectiveness and identify areas for improvement.</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>• Human-in-the-Loop Policy A clear framework ensuring that all AI-driven decisions undergo human review to prevent bias and ensure fairness.</li> <li>• Governance Council Engagement Initial presentation and discussion of compliance strategies with the governance council, focusing on transparency and accountability.</li> <li>• Final Policies and Procedures: A complete set of policies and procedures covering all aspects of Section 1557 compliance.</li> <li>• NIST Compliance Map: A detailed mapping of all policies to NIST standards, including documentation of compliance measures.</li> <li>• Transparency Index: A system for measuring and reporting the transparency and effectiveness of compliance efforts, to be presented to the governance council.</li> <li>• All Templates for Successful Implementation</li> </ul>

**5. QA for AI**

- Create Compliance Evidence and Conduct comprehensive risk assessments for each AI use case, considering ethical, legal, and operational risks.
- Develop mitigation strategies to address identified risks and ensure responsible AI implementation.
- Validate AI Methods and Measures with a Fushiaa proprietary accelerator tool to determine algorithmic bias and model drift.

**6. Operationalize AI*****Security Practices***

- **Data Encryption:** End-to-end encryption for data in transit and at rest.
- **Authentication and Authorization:** Multi-factor authentication (MFA), role-based access control (RBAC).
- **Incident Response:** Well-documented and tested incident response plan.
- **Penetration Testing:** Regular testing to identify and address vulnerabilities.

## Fuchsia Services, Inc AI Consulting Capability Statement



- **Regulatory Compliance:** Adherence to relevant standards (e.g., SOC 2, ISO 27001, HIPAA, GDPR).

### *Privacy Management*

- **Data Minimization:** Collect only necessary data and securely anonymize where possible.
- **Consent Mechanisms:** Transparent mechanisms for obtaining user consent.
- **User Data Access:** Allow users to review, export, or delete their data.
- **Third-Party Integrations:** Evaluation of third-party services for privacy risks.

### *AI Transparency*

- **Explainability:** Clearly explain how AI models make decisions.
- **Model Lineage:** Track the development and deployment history of AI models.
- **Bias Detection:** Mechanisms to detect and mitigate biases in AI models.

### *Ethical AI Design*

- **Fairness:** Evidence of fair AI practices across demographics.
- **Human Oversight:** Human-in-the-loop mechanisms for critical AI decision-making.
- **Avoidance of Harm:** Documented measures to prevent unintended harm from AI.

### *Compliance and Governance*

- **NIST AI RMF Alignment:** Adherence to the NIST AI Risk Management Framework.
- **Global Standards:** Compliance with international AI frameworks (e.g., EU AI Act).
- **Audit Trails:** Comprehensive logging for auditing and accountability.

### *Robustness and Reliability*

- **Stress Testing:** Regular testing to ensure system resilience under diverse conditions.
- **Error Handling:** Clear processes for identifying and mitigating errors.
- **Version Control:** Ensure version consistency and rollback mechanisms.

This comprehensive methodology enables our clients to achieve AI Implementation responsibly and securely.

## Public Health AI Use Cases

### Healthcare Access and Efficiency: Leveraging AI for the Residents of North Central Texas

Access to quality healthcare is a fundamental right, yet many regions, including North Central Texas, face challenges in ensuring equitable healthcare services for all residents. Factors such as population growth, geographic disparities, and limited resources can impede healthcare access and efficiency. Artificial Intelligence (AI) emerges as a transformative tool to address these challenges, offering innovative solutions to analyze healthcare data, predict trends, and optimize resource allocation. Fuchsia Services, Inc., with its expertise in AI Governance and Compliance consulting, is uniquely positioned to support the integration of these capabilities while ensuring ethical and responsible AI practices.

### Identifying Areas with Limited Access to Care

AI-powered analytics can illuminate gaps in healthcare coverage by integrating and analyzing diverse datasets such as demographic information, geographic distribution of healthcare facilities, and socioeconomic indicators. For instance, machine learning models can identify regions within North Central Texas where residents experience longer travel times to medical facilities or lack access to specialized care. By overlaying maps with healthcare provider locations and patient density, AI systems

## Fuchsia Services, Inc AI Consulting Capability Statement



can highlight underserved areas. These insights empower policymakers to strategically allocate resources, such as establishing new clinics or incentivizing healthcare providers to practice in rural or underserved urban areas.

*Fuchsia Services ensures that such analytics are implemented responsibly, with strong governance frameworks to mitigate biases in data and algorithms. By providing comprehensive compliance consulting aligned with NIST AI Risk Management Framework (AI RMF), Fuchsia ensures that these solutions adhere to ethical standards and regulatory requirements, fostering trust among stakeholders.*

### Predicting Disease Outbreaks

North Central Texas, like many regions, faces periodic challenges from infectious disease outbreaks, seasonal illnesses, and chronic disease management. AI-driven predictive models can analyze historical data, environmental factors, and real-time health reports to forecast potential outbreaks. For example, machine learning algorithms can detect patterns in emergency room visits, flu vaccination rates, and weather changes to predict spikes in respiratory illnesses. Early predictions enable public health officials to deploy resources proactively, such as organizing vaccination drives, increasing staffing at hospitals, or launching awareness campaigns.

*Fuchsia's governance services play a crucial role in ensuring these predictive models are transparent, accountable, and fair. By designing robust policies and procedures for Responsible AI (RAI), Fuchsia helps healthcare organizations avoid unintended consequences, such as over-policing certain communities or overlooking vulnerable populations. These practices build confidence in the technology's outcomes and ensure equitable healthcare delivery.*

### Optimizing Healthcare Resource Allocation

Efficient use of healthcare resources is essential to meet the demands of a growing and diverse population. AI can streamline resource allocation by predicting patient demand, identifying bottlenecks, and optimizing workflows. For example, predictive analytics can forecast hospital admission rates during flu season, enabling administrators to adjust staffing levels, manage bed availability, and ensure the supply of critical medications and equipment.

AI can also enhance operational efficiency in healthcare facilities. Tools like robotic process automation (RPA) and intelligent scheduling systems can reduce administrative burdens, allowing healthcare providers to focus more on patient care. For instance, AI-driven scheduling can match patients with the nearest available providers, minimize wait times, and balance workloads across clinics. These improvements not only enhance patient satisfaction but also reduce operational costs.

*Fuchsia supports healthcare organizations by integrating AI solutions within a framework of compliance and governance. By conducting thorough risk assessments and implementing accountability measures, Fuchsia ensures that resource optimization aligns with both organizational goals and societal values. This includes safeguarding patient data privacy and adhering to healthcare regulations, such as HIPAA, to maintain trust and compliance.*

### Enhancing Patient-Centered Care

Beyond operational efficiencies, AI contributes to personalized and patient-centered care. Virtual health assistants, powered by AI, can guide residents through their healthcare journeys, from booking appointments to managing chronic conditions. These tools provide 24/7 support, addressing common questions, reminding patients to take medications, and even monitoring symptoms through wearable

## Fuchsia Services, Inc AI Consulting Capability Statement



devices. For patients in remote areas of North Central Texas, these virtual assistants bridge the gap between visits to healthcare providers, ensuring continuous care.

AI can also improve diagnostic accuracy and treatment planning. Advanced algorithms analyze medical imaging, lab results, and patient histories to support healthcare providers in making informed decisions. For example, AI tools can detect early signs of diseases such as cancer or heart conditions, leading to timely interventions and better outcomes.

*Fuchsia's AI Governance consulting ensures that patient-centered solutions prioritize ethical considerations, such as informed consent, data security, and bias mitigation. By embedding these principles into the design and deployment of AI systems, Fuchsia helps healthcare organizations deliver compassionate, equitable care while maintaining regulatory compliance.*

### Transforming Healthcare Access and Efficiency

By harnessing the power of AI, North Central Texas can overcome longstanding challenges in healthcare access and efficiency. From identifying underserved areas and predicting disease outbreaks to optimizing resource allocation and enhancing patient care, AI offers a comprehensive toolkit for building a more equitable and effective healthcare system. These advancements not only improve the well-being of residents but also position the region as a leader in leveraging technology for the public good.

*Fuchsia Services, Inc., as a trusted partner, provides the expertise and frameworks necessary to navigate the complexities of AI adoption. Through its strong focus on AI Governance and Compliance consulting, Fuchsia ensures that these transformative technologies are deployed responsibly and sustainably. With a shared commitment to innovation and equity, North Central Texas can set a benchmark for how AI transforms healthcare for the better, backed by the assurance of ethical and compliant practices.*

**Fuchsia Services, Inc AI Consulting Capability Statement****Project Related Qualifications**

The following have been delivered to our various clients.

**AI Policies**

Function	Policy	Procedure
Data Literacy	Define data ownership, stewardship, and access controls.	Establish data quality standards and data cleansing processes.
Data Acquisition and Integration	Outline data sources, data extraction methods, and data integration processes.	Define data mapping and transformation rules.
Data Security and Privacy	Establish data security and privacy standards, including data encryption and access controls.	Define data retention and deletion policies.
Data Analysis and Modeling	Define data analysis methodologies and statistical techniques.	Establish data visualization standards and reporting formats.
AI Use Policy	<ul style="list-style-type: none"> <li>Define Organization wide Policy for Acceptable Use of AI</li> <li>Data Literacy: Develop training programs to enhance data literacy across the organization.</li> <li>Ethical Consideration: Establish guidelines for ethical data usage and AI development.</li> <li>Collaboration: Foster collaboration between data analysts, business users, and IT teams.</li> </ul>	Establish Procedures for AI Use and Implementation
Data Utilization and Decision Making	Outline how data insights will be used to inform business decisions	Define processes for data-driven decision making and performance measurement.
Change Management	Establish a change management process for AI initiatives	Define Communication Plan for AI Related Changes
Monitoring	Define KPIs using NIST values	Establish Procedures to keep monitoring and adapting KPIs
Risk Identification, Assessment and Management	Define AI Risk Management Policy (use of NIST etc.	Enhance current Risk management process to accommodate AI related requirements

**SDLC Update**

Our client is advancing its operations by introducing an AI Charter and Strategy in its operations. As part of the overall strategy, Fuchsia Services delivered the SDLC assessment with the following objectives to align with the required process for AI Governance in Phase I.

## Fuchsia Services, Inc AI Consulting Capability Statement



The program deliverables include a new future state SDLC intake process, SDLC process for AI and definition of required compliance and controls.

- **Evaluate Current Practices** Understand the existing SDLC methodology and identify its strengths and weaknesses across each phase (requirements, design, development, testing, deployment, maintenance).
- **Ensure Compliance** Assess adherence to relevant industry regulations and standards, particularly important in healthcare.
- **Optimize Efficiency** Identify areas for improvement to streamline the development process and reduce costs.
- **Improve Quality** Make recommendations to enhance the quality of software produced through the SDLC.
- **Develop Roadmap** Create a strategic plan for implementing the recommended changes to optimize the SDLC for future development efforts.

### *Project Goals (Jul 31, 2024, Delivered)*

- Evaluate the existing SDLC processes, methodologies, and tools deployed within ABCBS.
- Identify areas of improvement, risks, and bottlenecks in the SDLC.
- Develop recommendations and a roadmap for optimizing the SDLC to align with industry best practices, compliance standards, and ABCBS goals.
- Provide guidance on implementing suggested improvements and monitoring their effectiveness over time.

### *Adopted Methodology*

- Conduct interviews and workshops with key stakeholders including IT personnel, project managers, developers, testers, and business analysts to gather insights into current SDLC practices.
- Perform a comprehensive review of documentation, policies, and procedures related to software development, testing, deployment, and maintenance.
- Utilize industry-standard frameworks such as CMMI, ITIL, or Agile methodologies to assess the maturity and effectiveness of SDLC processes.
- Employ tools and techniques for process mapping, gap analysis, and risk assessment to identify areas for improvement.
- Benchmark ABCBS's SDLC practices against industry peers and standards.

### *Deliverables*

- Detailed assessment report highlighting findings, recommendations, and a prioritized action plan for enhancing the SDLC.
- Roadmap outlining the proposed changes, including timelines, resource requirements, and expected outcomes.
- Documentation of best practices, templates, and guidelines for implementing recommended improvements.
- Presentation to senior management and key stakeholders to communicate assessment results, proposed changes, and benefits of optimization.



## Fuchsia Services, Inc AI Consulting Capability Statement



### Develop AI Templates, Process and Workflow for Secure and Responsible Implementation

- **Data Quality and Diversity**
  - Increase the diversity of data used to train AI models to better represent the population.
  - Implement data cleaning and preprocessing techniques to remove biases from the data.
  - Use synthetic data generation to augment datasets with diverse and unbiased information.
- **Algorithmic Fairness**
  - Develop and apply fairness metrics to evaluate AI models for bias.
  - Use techniques like fair machine learning to mitigate discriminatory outcomes.
  - Consider multiple fairness definitions to address different types of bias.
- **Human-in-the-Loop**
  - Incorporate human oversight into AI decision-making processes.
  - Develop mechanisms for human intervention to correct biased outputs.
  - Provide training to human operators on recognizing and addressing bias.
- **Transparency and Explainability**
  - Make AI models and their decision-making processes transparent to stakeholders.
  - Develop techniques to explain AI outputs in understandable terms.
  - Foster trust and accountability by providing clear information about AI systems.
- **Collaboration and Standards**
  - Promote collaboration between researchers, policymakers, and industry to develop best practices.
  - Establish ethical guidelines and standards for AI development and deployment.
  - Create regulatory frameworks to ensure AI systems are safe and fair.

Document	Description	NIST Phase	Organization (Accountable)
<a href="#">Completed Policy Drafts</a>	Describe the Acceptable Use of AI at ABCBS	Govern, Manage	AI Council
AI Process and Workflow (Work In Progress) <a href="#">Procedures and Workflow</a>	Aid to Institute and foster AI Data Literacy, Training, Processes and Workflows to operate with AI Adoption	Map, Measure and Manage	AI Steering Committee

#	Document	Description	NIST Phase
1	<a href="#">AI Process.vsd</a>	Process Flow Describing AI Use Case Preparation and Approval	Govern
2	<a href="#">Human AI Interaction Standards.docx</a>	Document of Standards to check for Human AI Interaction Acceptable use	Govern
3	<a href="#">Responsible AI Assessment Questionnaire.docx</a>	AI Use Case Impact Assessment Questionnaire Template	Map
4	<a href="#">Model card template.docx</a>	Template for Model Card	Map
5	<a href="#">Meta Data Requirements for Deep learning Models.xlsx</a>	Data Requirements Detail	Map
6	<a href="#">Evaluation Criteria checklist.docx</a>	Template for Evaluation Criteria to Approve AI Use Case	Measure
7	<a href="#">Release Plan.docx</a>	Template for AI Use Case Releases	Manage
8	<a href="#">AI Release Form Template.docx</a>	AI Release Form for Approval	Manage
9	<a href="#">Failure and Incident Management.docx</a>	Failure and Incident Management Plan Template	Manage
10	<a href="#">Post Incident Review Template.docx</a>	Incident Management (Post Incident) Review Template	Manage

### Validation of AI

Develop an Accelerator tool to determine Model Drift, Algorithmic Bias and serve the Data Science team to establish measure for each method type.



Fuchsia Services, Inc AI Consulting Capability Statement



	Supervised	Unsupervised
Structured Data	<b>Regression:</b> Predicts continuous values based on input features. Linear Regression, Ridge Regression, Lasso Regression <b>Classification:</b> Categorizes data into predefined classes. Decision Trees, Random Forests, Logistic Regression, Support Vector Machines (SVM), k-Nearest Neighbors (k-NN) <b>Ensemble Methods:</b> Combines multiple models to improve performance. Gradient Boosting Machines (e.g., XGBoost, LightGBM), AdaBoost	<b>Clustering:</b> Used to group data points with similar characteristics. K-Means Clustering, Hierarchical Clustering, Gaussian Mixture Models (GMM) <b>Association Rule Learning:</b> Identifies relationships or associations between variables. Apriori Algorithm, Eclat Algorithm <b>Dimensionality Reduction:</b> Reduces the number of features while retaining key information. Principal Component Analysis (PCA), Independent Component Analysis (ICA)
	<b>Image Classification:</b> Labels images into predefined categories. Convolutional Neural Networks (CNNs), ResNet, Inception <b>Text Classification:</b> Categorizes text into predefined classes. Recurrent Neural Networks (RNNs), Bidirectional Encoder Representations from Transformers (BERT) <b>Speech Recognition:</b> Converts audio data into text labels. Hidden Markov Models (HMMs), Deep Neural Networks (DNNs) in speech-to-text systems	<b>Clustering on Text or Image Data:</b> Groups unstructured data based on similarity. K-Means Clustering (for text embeddings), Self-Organizing Maps (SOMs) <b>Topic Modeling:</b> Extracts themes from large collections of text. Latent Dirichlet Allocation (LDA), Non-negative Matrix Factorization (NMF) <b>Anomaly Detection:</b> Detects unusual patterns within unstructured data. Autoencoders, Isolation Forest (for text or image anomalies)

AI Glossary

Developed a Glossary of Terms for AI to ensure common understanding of AI terms across the enterprise.

Example:

1. Artificial Intelligence (AI)	AI refers to the simulation of human intelligence in machines. It involves systems designed to perceive, reason, learn, and make decisions in ways that resemble human cognition. AI incorporates a variety of approaches, including rule-based systems, machine learning, and neural networks, which allows it to excel in tasks such as playing games, diagnosing medical conditions, and virtual assistance
2. Machine Learning (ML)	ML is a subset of AI that enables machines to learn from data without explicit programming. By analyzing patterns and statistical data, ML models can make predictions or decisions. ML is foundational to tasks such as recommendation systems, image recognition, and predictive analysis, empowering systems to improve performance over time as they process more data
3. Generative AI (Gen AI)	Generative AI is focused on creating new content, such as text, images, audio, and more, by learning from vast datasets. A subcategory includes Large Language Models (LLMs) like GPT, which are tailored to generating human-like text for applications in content creation and conversational agents. Generative AI is pivotal in applications beyond text, also generating visual content for creative fields
4. Natural Language Processing (NLP)	NLP enables machines to understand, interpret, and generate human language. It leverages deep learning to manage tasks like text classification, sentiment analysis, and language translation, aiming for seamless human-computer interaction. NLP applications have become integral to chatbots, virtual assistants, and automated translation tools
5. Deep Learning (DL)	Deep Learning is a specific type of ML that uses multi-layered neural networks to automatically identify patterns in large datasets. Unlike traditional ML, DL doesn't require manual feature extraction, making it ideal for complex tasks like image recognition, autonomous driving, and speech recognition. DL has advanced complex AI applications, powering advancements in self-driving vehicles, medical imaging, and high-accuracy voice recognition

Training

Delivered a training deck to educate users of AI on acceptable use as part of Onboarding and Ethics

Content:

Topic	Title	Subtitle	Visual	Callout
Title Topic	<i>Embracing Responsible AI: Practices and Principles</i>	<i>Building ethical, sustainable, and impactful AI solutions</i>	AI logo or an abstract image of interconnected nodes symbolizing AI.	introduce the significance of responsible AI in today's world.
Introduction to Responsible AI	<i>Why Responsible AI Matters</i>	AI that operates ethically, aligns with societal values, and promotes trust.	A timeline showcasing Organizational milestones in AI ethics (e.g., establishing the Office of Responsible AI).	A quote on ethical AI.

## Fuchsia Services, Inc AI Consulting Capability Statement



Topic	Title	Subtitle	Visual	Callout
<i>Responsible AI Charter</i>	<i>The Foundation of Ethical AI</i>	Six Principles: Fairness, Reliability & Safety, Privacy & Security, Inclusiveness, Transparency, Accountability Overview of the Charter's role in guiding AI development and governance.	A hexagon chart, each segment representing a principle.	
<i>Fairness</i>	<i>Ensuring AI Treats Everyone Equally</i>	Preventing AI bias that could disadvantage certain groups.	Enhancing fairness in AI recruitment tools by auditing datasets for bias. Practice: Collaborating with diverse stakeholders to improve fairness metrics.	Before-and-after analysis of biased vs. fair AI predictions in hiring.
<i>Reliability and Safety</i>	<i>AI That Works as Intended</i>	Robust, error-resistant AI systems.	AI-powered diagnostic tools undergoing rigorous real-world testing in hospitals. Practice: Post-deployment monitoring and response protocols for failures.	Flowchart showing a reliability testing pipeline.
<i>Privacy and Security</i>	<i>Protecting What Matters Most</i>	Safeguarding user data and maintaining trust.	Azure AI's encryption standards comply with GDPR. Practice: Using federated learning to train AI models without compromising privacy.	Infographic of secure data flow during AI training.
<i>Inclusiveness</i>	<i>AI for Everyone</i>	Making AI accessible and usable by diverse communities.	Seeing AI for visually impaired users; Translator AI for overcoming language barriers. Practice: Engaging underrepresented groups in design and testing.	Photo of diverse users interacting with inclusive AI tools.

Fuchsia Services, Inc AI Consulting Capability Statement



Topic	Title	Subtitle	Visual	Callout
Transparency	Opening the AI Black Box	Explaining AI processes and decisions clearly to users.	Transparency reports for AI systems used in government services. Practice: Providing explainability tools like InterpretML.	Diagram showing layers of an AI model with annotations explaining decision-making.
Accountability	Owning AI's Impact	Ensuring responsible parties address AI's outcomes.	Ethics review boards overseeing sensitive AI applications like predictive policing. Practice: AI impact assessments before deployment.	Illustration of a hierarchy showing developers, stakeholders, and users connected by accountability lines.

Fuchsia Services, Inc AI Consulting Capability Statement



Conclusion and Call to Action	Shaping AI for Good	Recap the six principles and their importance.	Call to Action: Adopt responsible AI practices in your work and advocate for ethical innovation.	: A compelling quote like, “AI will be what we make of it.” – Brad Smith.
-------------------------------	---------------------	--	--	---

APPENDIX A.1

Pricing for TXShare Cooperative Purchase Program Participants

PRICING

Included in the Attachment and displayed here

Proposed Pricing RFP No. 2025-023			
Respondent Name:	Fushiaa		
	<p>We are an efficient team that can affect change with a small team to do the assessment, delivery and support of the technical services, creation of roadmap and governance around AI. All contractors are on site and will support the delivery located in US Timezones. Data will not need to leave the continental US. Onshore AI consulting offers several key advantages. First, it ensures clear communication and cultural alignment between the consulting team and the client organization, leading to a deeper understanding of project needs and objectives. Second, onshore consultants can more easily integrate with existing teams and participate in face-to-face meetings, fostering stronger collaboration and knowledge transfer. Third, utilizing onshore resources can minimize potential delays associated with time zone differences and travel restrictions, enabling faster project execution and response times. Finally, opting for onshore AI consulting demonstrates a commitment to local talent and economic investment, which can be particularly valuable for public sector organizations and companies focused on social responsibility.</p>		
Notes:			
Artificial Intelligence (AI) Consultancy Services			
Item	Description	Price	Conditions
1	Project Lead Executive	\$200	100% of Project Time
2	Technical Architect	\$175	100% of Project Time
3	Project Mnaager	\$125	100% of Project Time
4	ML Engineer	\$125	100% of Project Time
5	ML Security Engineer	\$125	100% of Project Time
6	Analyst	\$100	100% of Project Time
7	Data Engineer	\$100	100% of Project Time
Contractors shall provide additional related servcies at catalog price less:		10	

CONCLUSION

Fushiaa is uniquely positioned to support NCTCOG member organizations in navigating these complex needs.

Fushiaa’s expertise in AI governance, healthcare, and cybersecurity ensures the delivery of tailored, compliant, and secure AI solutions. Our strategic approach prioritizes the ethical application of AI to improve population health outcomes, streamline operations, and mitigate risks associated with emerging technologies. We leverage industry-leading frameworks, such as the NIST AI Risk Management Framework, to build robust, future-ready solutions that align with the public sector's regulatory and operational demands.

By partnering with Fushiaa, NCTCOG member organizations gain access to a trusted advisor with a proven track record in delivering Responsible AI. As a Microsoft Partner specializing in AI cloud technologies and an innovator in healthcare AI compliance, Fushiaa combines deep technical expertise with a commitment to ethical AI practices. Our focus on cybersecurity ensures that AI solutions are not

## Fuchsia Services, Inc AI Consulting Capability Statement



only effective but also resilient against ever-evolving threats, safeguarding the trust and integrity of the organizations we serve.

With Fushiaa, NCTCOG member organizations can confidently achieve their mission of enhancing population health and security, positioning themselves as leaders in the ethical and responsible adoption of AI. Let Fushiaa be your partner in shaping a healthier, more secure future through Responsible AI.

### Fushiaa Brings

- Proven Delivery Experience in Large Non Profit Organization, Care Management Startup and a fast growing Azure Consulting Partner
- Excellent Thought Leadership and Deep Experience from Industry Leaders driving excellent execution and strategy, Combined Industry Experience of over 60 years
- Innovation at the Edge of AI in a fast paced change in AI Technology and Consulting with a cybersecurity driven AI practice
- A large staff and sourcing strategy to staff Expert ML Engineers with a high end consulting background
- Cost Effective, High Touch, High End consulting Partnership
- Local to Dallas, Texas and a Talent Pool at the heart of Texas
- HUIB Certified and Woman Owned Small Business, fast growing at a pace of 250% Year over Year
- Founder of Fushiaa is an active member of Small Business Association
- Proven 6 step Methodology to Deliver AI Policies, Process, Workflow, Organizational Structure and Templates
- Deep Expertise in Agentic AI Product Management
- Ability to Deliver Training and Training Collateral to Organizations custom tailored to specific requirements within the organization

We appreciate your consideration and time and look forward to hearing from you. Please contact [viji@fushiaa.com](mailto:viji@fushiaa.com) for any questions or comments.

Vijayalakshmi Rajaraman

Founder, CEO

Fuchsia Services, Inc

01/13/25

## APPENDIX A.2

### Service Area Designation Forms

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

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

End of Exhibit 3

## 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

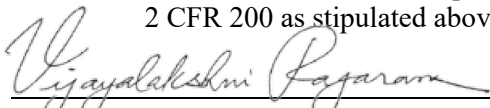
Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period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

Vijayalakshmi Rajaraman

Name of Authorized Person

Fuchsia Services, Inc

Name of Company

05/08/2025

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.

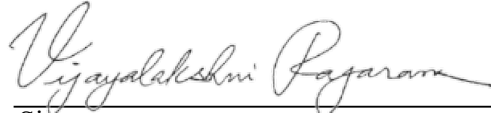
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

President, Founder, CEO

Title

Fuchsia Services, Inc

Agency

05/08/2025

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.

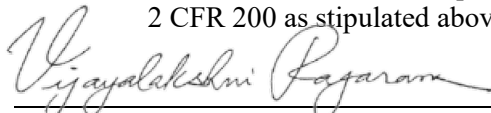
## **Check one of the following:**



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

Vijayalakshmi Rajaraman

Name of Authorized Person

Fuchsia Services, Inc

Name of Company

05/08/2025

Date

**DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE  
ASSOCIATIONS**

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

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

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

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

**Check one of the following:**

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

**-OR-**

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



Signature of Authorized Person

Vijayalakshmi Rajaramanan

Name of Authorized Person

Fuchsia Services, Inc

Name of Company

05/08/2025

Date

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

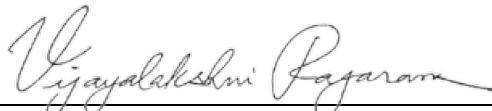
Check one of the following:



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

-OR-

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



Signature of Authorized Person

Vijayalakshmi Rajaramanan

Name of Authorized Person

Fuchsia Services, Inc

Name of Company

05/08/2025

Date

APPENDIX E  
DEBARMENT CERTIFICATION

Vijayalakshmi Rajaramanan \_\_\_\_\_ being duly

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

\_\_\_\_ Fuchsia Services, Inc \_\_\_\_\_, nor its principals (Name of lower tier participant)  
are presently:

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

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

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

EXCEPTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Signature of Certifying Official                      President, Founder, CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification                      05/08/2025

Form 1734  
Rev.10-91  
TPFS