



Masterplan

AUDIENCE ENGAGEMENT AND MARKETING STRATEGY CONSULTING SERVICES

North Central Texas Council of Governments

December 5, 2023 // RFP # 2024-002

Submitted by Masterplan, A Milrose Company

2201 Main St. #1280, Dallas, Texas 75201



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A low-angle, upward-looking photograph of several tall skyscrapers against a clear blue sky with some light, wispy clouds. The buildings are made of glass and steel, with many windows visible. The perspective makes the buildings appear to converge towards the top of the frame.

TAB A

COVER SHEET

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Audience Engagement and Marketing Strategy Consulting Services
RFP # 2024-002

Sealed proposals will be accepted until **2:00 PM CT, Tuesday, December 5, 2023** and then publicly opened and read aloud thereafter.

Milrose Consultants, LLC DBA: Masterplan

Legal Name of Proposing Firm

Dallas Cothrum

President

Contact Person

Title

214-761-9197

dallas@masterplantexas.com

Telephone Number

E-Mail Address

2201 Main Street, Suite 1280

Dallas, TX

75201

Street Address of Principal Place of Business

City/State

Zip

2201 Main Street, Suite 1280

Dallas, TX

75201

Complete Mailing Address

City/State

Zip

Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

By signing below, you hereby certify that the information contained in this proposal and any attachments is true and correct, and may be viewed as an accurate representation of proposed services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract. And furthermore that I certify that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.



Authorized Signature

RFP 2024-002



December 5, 2023

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011

RE: Request for Audience Engagement and Marketing Services

North Central Texas Regional Certification Agency,

The Masterplan, A Milrose Company team is pleased to present our qualifications for the Audience Engagement and Marketing Strategy Consulting Services plan for the growth of NCTCOG TXShare program and its public- sector members. With an extensive history and network in the north Texas community. Our team has positioned themselves as a valuable part of the community outreach process for our clients. Social media, multi-channel marketing campaigns, and community outreach meetings have become an integral part of that process. We are ready to partner with you because our team is committed public engagement:

RELEVANT EXPERTISE

Masterplan brings a wealth of talent and capabilities to community engagement and marketing consulting. Our marketing team is local to Texas and has a great understanding of its audience. They have over 50+ years of experience across various marketing industries and specialties. These qualifications include community engagement, social data auditing, brand marketing, campaign management, event planning, and legislative education campaigns.

APPROACH TO SUCCESS

We strive to provide boutique-level customer service to your needs. We're able to do this with a deep bench of team members. We bring together an unmatched team of experts who understand helping you achieve your engagement goals and is your ideal partner because we bring, what is working in the social market, and how to make sense of social data to reach your ideal audience and region. One primary key to the success of this project is community engagement. Our dedicated community engagement team understands how to close the gap between traditionally underrepresented communities and cities. While we consider all feedback from the communities, we help balance citizen feedback with future real-world market conditions.

COMMITMENT TO THIS PROJECT

Our team members have a shared experience working with various industries. As land use consultants, our clients are unique, and we have worked with all types of projects. This includes private, public, and federal assignments. But with each, we are no stranger to serving their community and listening to their needs to find a solution to fit into their plan. Our team has a deep understanding of what each request needs to be successful and shows a genuine commitment to providing a detailed solution to each client's needs. Throughout this process, you will receive extensive summaries and takeaways with data and analytics on how our team can best approach your strategy.

We welcome the opportunity to discuss how Masterplan can address the specific needs and goals of the NCTCOG. Thank you for considering our proposal. We look forward to the possibility of working with the NCTCOG.

Sincerely,

Dallas Cothrum, Ph D
President
dallas@masterplantexas.com
214-728-0669

FIRM OVERVIEW

Masterplan, A Milrose Company has partnered with municipalities and communities for over 40 years. Our consultant team in our Texas market covers four offices across the state and brings experts who come from diverse backgrounds including city planning, architecture, engineering, business, marketing, community engagement, and public administration.

Our mastery of technical issues, communication skills, and a long-standing reputation of excellent representation, makes Masterplan a reliable force working on your behalf. Masterplan is the only consulting firm that routinely practices on the private development side. Our solutions are therefore market based and informed by the development and investment community.

Before joining Masterplan, many of our consultants enjoyed successful careers in the public sector as municipal planning professionals. Some of the Texas municipalities in which our staff have served include Plano, DeSoto, Midlothian, Houston, Pearland, Dallas, Fort Worth, Garland, College Station, Richardson, Van Alstyne, Galveston, Rowlett, and Frisco.

That experience combined with our representation of both private sector and public sector clients in communities throughout Texas and the surrounding states make us experts in listening, assessing, engaging, and understanding local concerns. As well as working with communities to identify, develop, and implement solutions. In addition to professional work, our firm members serve or have served on boards and commissions as well as civic groups. Masterplan is thoroughly committed to engaging, supporting, and growing the communities we work with.

1981

year established

42

years in business

300+

employees nationwide

14

office locations

300+

cities worked in

Services

Land Use Studies

Comprehensive Planning

Third-Party Plan Review

Community Engagement

Public Relations

Marketing



TAB B

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

Masterplan is a dynamic organization dedicated to facilitating seamless collaboration between public and private entities in the realm of zoning, permitting, and municipal approvals. As a trusted partner, we specialize in navigating the intricate landscape of regulatory processes, with a particular emphasis on fostering effective communication between cities, community members, and business owners. At the heart of our success lies our dedicated community engagement team, adept at comprehending the unique needs of cities and ensuring a harmonious bridge of understanding between diverse stakeholders. In this executive summary, we present our innovative solutions tailored to the North Central Texas Council of Governments, underscoring our commitment to fostering sustainable development, community prosperity, and efficient regulatory frameworks.

In our experience, the best way to deliver superior value is through a strong partnership between NCTCOG and Masterplan. We want to keep NCTCOG, its members, and everyone involved engaged every step of the way. Following each step in the process, we will meet with NCTCOG to ensure alignment as we continue to the next step. Our overarching goal is to provide a high-quality, comprehensive marketing strategy and build a strong relationship with all members.

As community engagement professionals, we understand the significance of promoting awareness and transparency among our target audience, community members, and clients. We are masters at content management systems, and it enables us to produce the strongest content, store multimedia information safely, and publish webpages and blogs from the ground up, as well as audit our response. We are trained in the art of digital media and benefit from using plug-ins and creating user-friendly platforms that are flexible. Our goal is to always establish industry authority, increase community/consumer value, and boost brand engagement.

KICK-OFF MEETING

Effective communication and defining expectations is vital to a successful project kick-off. In the kick-off meeting, we will work closely with the North Central Texas Council of Governments to determine how often our team will meet, delegate responsibilities, and finalize timelines for each deliverable. The selected team will create and work closely with stakeholders to identify opportunities, make suggestions, and discuss potential challenges, if any. Through this initiative, we will provide timeliness around each phase in the process. Anytime we are engaged to work with a new public entity or non-profit we will conduct a kick off meeting for all stakeholder involved. We want to ensure all projects are off to a strong start with clear objectives and guidelines for their goals.

OPEN AND CONSISTENT COMMUNICATION

We know that this partnership will require a strong relationship between our team and NCTCOG members to ensure we are moving forward with the vision you have for each region. Through regular communication between Masterplan, NCTCOG, and its members, we can make this a smooth, enjoyable, and exciting venture.

MANAGING MULTIPLE INTERESTS

Community input is a driving force to any longevity of audience engagement & marketing. The Masterplan team is experienced at gathering, interpreting, and weighing what can be competing interests. The team will

seek information from elected and appointed officials, previous city leaders, and citizens. This allows the Masterplan team the ability to provide advice for city leaders based on real-world experience and offer multiple options.

SCHEDULE ADHERENCE

Schedule planning begins even before we are selected to work on a new project. We identify high-level vital milestones we strive to meet to ensure any pressing issues are addressed first. We then finalize specific timelines that allow all stakeholders to be involved throughout the process. We continuously monitor the schedule and provide regular schedule updates, which helps the team recognize and address issues before they become critical to the plan.

PROJECT REPORTS

Here at Masterplan, we are ambassadors of creating a framework to audit our performance of project deliverables, meetings and, events, and workshops. These reports gauge stakeholder involvement/ feedback, evaluate our technical execution, and develop methods for continuous effectiveness. Only through hard work, honesty, and a tangible auditing system are we able to consistently meet the standard. Throughout this process, you will be regularly presented with these project reports to ensure full project alignment.

PROJECT MANAGER

The Masterplan team will assign a designated primary point of contact who will play a pivotal role in facilitating communication between stakeholders, cities, and consultants. This dedicated individual will also serve as the primary contact for community meetings, enabling citizens to provide feedback or seek clarification on any inquiries they may have. By having a singular point of contact, we aim to enhance efficiency and streamline the communication process for the benefit of the project team, city officials, and citizens alike.

PROPOSED SERVICES

In our comprehensive suite of services outlined for the executive summary, Masterplan excels in providing tailored solutions to meet the unique needs of our clients. Our proposed work encompasses a spectrum of vital components, including Audience Identification, Social Media Audits and Insights, Content Framework and Channel Strategy, Persona and Engagement Strategy, Campaign Development, Content Writing, Event Management, Legislative Education Campaigns, and robust Community Engagement initiatives.

However, it's essential to note that while our Community Engagement team is adept at addressing a broad range of needs, we regret to inform you that we currently do not offer services in Website Optimization and Media Landscape Research and Recommendations. We believe in transparency about our capabilities, and we encourage you to explore specialized providers for these specific requirements. Rest assured, our dedicated team is committed to delivering excellence in the identified areas and ensuring the success of your project through effective communication, engagement, and strategic campaign development.

TAB C

KEY PERSONNEL





KEY PERSONNEL

With a collective 250+ years of experience across an array of industries, our team boasts an unmatched resume. We are excited to showcase a team of professionals with this overall experience, connectivity, and specific expertise. Detailed resumes for key team members supporting NCTCOG are provided on the following pages.

Please find a summary of relevant experience and responsibilities possessed by key Masterplan personnel. These individuals represent the team members who may have responsibility for providing Audience Engagement and Marketing Strategy Consulting Services. Personnel assignments will be determined by identifying the consultant with the experience and expertise that is best suited to the specific task or project.

POINT OF CONTACTS

BID PROCESS

Dallas Cothrum

214-728-0669

dallas@masterplantexas.com

CONTRACTING PROCESS

Vivan Quintero

214-389-2273

vivian@masterplantexas.com

CONTRACT ADMINISTRATION

Stormey Foster

214-389-2297

stormey@masterplantexas.com



DALLAS COTHNUM

PRESIDENT

Dallas Cothrum grew-up in the real estate consulting business, and he witnessed firsthand the hard work, late meetings, forward thinking, and collaboration required to realize transformative land development projects such as the American Airlines Center, Rosewood Court, and DFW Airport. While a student, he worked in the family business placing zoning signs, researching sites, and attending public hearings. As an adult, he pursued a career in academia eventually becoming a tenured professor before his passion for business called him back to Masterplan and the city he loves. Under Dallas's leadership, the firm continues to strengthen its reputation as having the ability to steer projects towards approval. With an eye towards the future, the firm continues to expand its service to clients and communities statewide.

CONTACT

Dallas@MasterplanTexas.com
214-728-0669

YEARS OF EXPERIENCE

20 years

EDUCATION

Post Doctorate
US Military Academy // West Point, NY

Masters & Doctorate
Texas Christian University // Ft Worth, TX

Bachelor of Arts
Austin College // Sherman, TX

SPECIALIZATION

- ▶ Zoning
- ▶ Entitlements
- ▶ Client Representation
- ▶ Expert Witness Testimony
- ▶ Development Codes
- ▶ Community Outreach
- ▶ Negotiation & Advocacy
- ▶ Urban Policy & Research Presentations
- ▶ Education & Seminars
- ▶ Strategic Solutions

EXPERIENCE

- ▶ Expert in advising clients on zoning and permit requirements within various municipalities.
- ▶ Skillful at presenting project objectives to community groups, municipal boards and commissions, and city councils.
- ▶ Representation of Oncor Electric during development of more than 150 substations, switching stations, and West Texas renewable energy projects.
- ▶ Representation of national and local clients in rezoning, variance requests, and development proposals.
- ▶ Consults developers, governmental entities, and utilities on a variety of land use and real estate issues.

WORK HISTORY

Masterplan, A Milrose Company // *President*

2022 - PRESENT

Masterplan, A Milrose Company // *Chief Executive Officer*

2009 - 2022

Masterplan, A Milrose Company // *Executive Vice President*

2006 - 2009

Masterplan, A Milrose Company // *Senior Consultant*

2003 - 2006

University of Texas // *Associate Professor*

1996 - 2003

COMMUNITY INVOLVEMENT

C. C. Young Senior Living // *Board of Directors*

City Hospital at White Rock // *Board of Gov.*

Grady McWhiney Foundation // *Board of Trustees*

City of University Park Capital Improvements // *Board*

Schreiner University // *Trustee*



NICOLLE KETCHAM

OPERATIONS DIRECTOR

Nicolle currently serves as the Director of Operations for Masterplan, a Milrose Company, offering an impressive knowledge base in strategic marketing, consultative sales, account management, client engagement, and customer relationship management. As Operations Director, Nicolle oversees the management and operations of our five Texas offices. Her role is to ensure that we are able to achieve successful client outcomes in a way that is efficient and effective. Before Masterplan, Nicolle led the marketing efforts for a global logistics firm with 36 offices across North America and sales teams worldwide. In 2016, she made the move to join the AEC industry and has worked with some of the top Fortune 500 companies in North Texas.

CONTACT

nicolle@masterplantexas.com
469-690-3906

YEARS OF EXPERIENCE

11 years

EDUCATION

Bachelor of Business Administration
- Marketing
Texas Tech University // Lubbock, TX

Bachelor of Business Administration
- Management
Texas Tech University // Lubbock, TX

SPECIALIZATION

- ▶ Presentations & Communication
- ▶ Strategic Marketing & Execution
- ▶ Public Relations
- ▶ Brand Strategy
- ▶ Advertising Development
- ▶ Community Engagement
- ▶ Event Management

EXPERIENCE

- ▶ Implemented data-driven strategies to identify target audiences, resulting in tailored communication plans and increased engagement across various online and offline platforms.
- ▶ Facilitated workshops, fostering open dialogue and collaboration to address concerns.
- ▶ Oversees public relations coordination for ongoing projects.
- ▶ Develops data-driven recommendations for marketing and communications approach.

WORK HISTORY

Masterplan, A Milrose Company // *Operations Director*

2022 - PRESENT

Masterplan, A Milrose Company // *Marketing Director*

2021 - 2022

McCarthy Building Companies // *Marketing*

2016 - 2021

BNSF Logistics // *Marketing*

2014 - 2016

Madix // *Content Marketing and Event Coordinator*

2012 - 2014

COMMUNITY INVOLVEMENT

Fort Worth Chamber of Commerce // *Member*

TEXO the Construction Association // *Member*



STORMEY FOSTER

PUBLIC RELATIONS MANAGER

Stormey joined masterplan in 2023 as the Public Relations manager. She is an accomplished Public Relations Manager with a passion for community engagement. With her strong background in politics and her experience serving in the US Navy, Stormey brings a unique perspective and skillset to her role. She has worked with various politicians, helping them effectively communicate with their constituents and build strong connections within their communities.

Stormey firmly believes in the importance of transparency in public relations. Her primary goal is to ensure that communities have access to accurate and timely information about changes happening in their area. By fostering open and honest communication, she strives to build trust and promote active community involvement.

CONTACT

stormey@masterplantexas.com
903-355-8575

YEARS OF EXPERIENCE

12 years

EDUCATION

Masters of Public Administration -
Government Management
Keller Graduate School of Management

Bachelor of Business Administration
California College // San Diego, CA

SPECIALIZATION

- ▶ Community Engagement
- ▶ Public Relations Strategy
- ▶ Crisis Communication
- ▶ Media Relations

EXPERIENCE

- ▶ Hosted community meetings, fostering open dialogue and collaboration to address local concerns.
- ▶ Public sector engagement for constituents through outreach and assistance.
- ▶ Knowledge of political representation and public relations.
- ▶ Community and volunteer management.
- ▶ Generated reports on the wins/losses in response ratio of constituents and their needs with federal agencies via Intranet Quorum (IQ)

WORK HISTORY

Masterplan, A Milrose Company // *Public Relations Manager*

2023 - PRESENT

US House of Representatives, 52nd District Congressman Juan Vargas // *Political Staff Member*

2021 - 2022

Department of Veterans Affairs // *Administrative Outreach Coordinator*

2019 - 2021

United States Navy // *Enginman Petty Officer Third Class*

2011 - 2017

COMMUNITY INVOLVEMENT

Dallas Regional Chamber // *Member*

Regional Black Contractors Association // *Member*

TEXO the Construction Association // *Member*



KATELYN SMITH

MARKETING MANAGER

Katelyn joined the Masterplan team in 2023 as their Marketing Manager, where she is responsible for the strategic growth and success of marketing leads as well as overall Marketing support to the Masterplan team. Professionally, Katelyn has over three years of e-commerce marketing experience in brand recognition, social strategy, and site development. In her previous role, she oversaw all marketing efforts, running a small but optimized team of creative individuals to drive daily sales goals. She is passionate about data and its role in marketing and will take the time to understand her audience to optimize the outcome.

EXPERIENCE

- ▶ Managed marketing efforts for an e-commerce brand with an accumulative social audience of over 1.2M followers and 300,000 monthly site visitors.
- ▶ Deep understanding of multi-channel marketing campaigns with specialized list segmentation.
- ▶ Data-driven decision making.
- ▶ Cross-department communication and project management for various deadlines.
- ▶ Managed and worked with third-party marketing firms, collaborators, and contractors on long-term campaigns and partnerships.

WORK HISTORY

Masterplan, A Milrose Company // *Marketing Manager*

2023 - PRESENT

Bailey's Blossoms // *Marketing Team Lead*

2021 - 2023

Alpha Delta Pi Sorority // *Executive Office Marketing Intern*

2020

CONTACT

katelyn@masterplantexas.com
281-943-9215

YEARS OF EXPERIENCE

4 years

EDUCATION

Bachelor of Arts - Journalism
Baylor University // Waco, TX

SPECIALIZATION

- ▶ Website Development and Management
- ▶ Search Engine Optimization
- ▶ Social Media Campaigns
- ▶ Email Marketing Campaigns
- ▶ SMS Campaigns
- ▶ Graphic Design
- ▶ Copywriting
- ▶ Marketing Data Analysis
- ▶ Project Management



LEE M. KLEINMAN

SENIOR ADVISOR

Senior Advisor, Lee M. Kleinman, currently provides Masterplan with companywide leadership and client support based on his in-depth experience working at Dallas City Hall. For nearly 15 years, Lee has worked at the City of Dallas as a Council Member and on the Park Board, making him extremely qualified in supporting clients who are seeking government approvals. Before joining Masterplan, Mr. Kleinman began his professional career as a principal entrepreneur for high-growth and startup companies in the cellular and software industries. He has worked directly with the Texas Legislature in Austin, Texas and the U.S. Legislature in Washington D.C., as well as many local government organizations.

CONTACT

Lee@MasterplanTexas.com
214-403-3369

YEARS OF EXPERIENCE

42 years

EDUCATION

MBA, Marketing & Finance
Southern Methodist University // Dallas, TX

BA, Economics & Psychology
Pitzer College // Claremont, CA

SPECIALIZATION

- ▶ Elected Official Engagement
- ▶ Community Outreach
- ▶ Business Development
- ▶ Strategic Planning
- ▶ Zoning & Land Use

EXPERIENCE

- ▶ Engages city council members to keep them informed about developments in their district.
- ▶ Collaborates with developers, neighbors, and municipalities to create solutions that increase the value of properties and the quality of life for all stakeholders.
- ▶ Increases the value of cities by advocating for better and more efficient land use.
- ▶ Provides transparency to neighbors on zoning changes through community engagement meetings.

WORK HISTORY

Masterplan, A Milrose Company // *Senior Advisor*

2021 - PRESENT

City of Dallas // *City Council Member*

2013 - 2021

OrgSync // *Advisory Board*

2010 - 2015

Bridge Metrics // *Chief Operating Officer*

2012 - 2013

City of Dallas // *Board Member - Park & Recreation*

2007 - 2012

COMMUNITY INVOLVEMENT

City of Dallas Bicycle Network Plan Update // *Committee Member*

Downtown Dallas, Inc. // *Member*

North Dallas Chamber of Commerce // *Member*



CAROLYN HORNER, AICP

CONSULTANT

Carolyn Horner joined the team in 2023 as a Consultant, bringing roughly 20 years of experience in city development, due diligence, zoning, plats, and comprehensive plans. Prior to her role at Masterplan, Carolyn worked with various cities and partners, overseeing an array of projects where she provided leadership to meet deadlines, provided on- and off-site due diligence for client proposals, and led multiple review projects within state-mandated timelines.

EXPERIENCE

- ▶ Reviewed plats, zoning, and variance requests, coordinating with other City departments, and presenting findings to City Board or Commissions.
- ▶ Provide land use consulting services statewide.
- ▶ Representation of developers for rezoning, platting, variance, site plan, and building permit applications.
- ▶ Consultation to planning departments on special projects, local issues, ordinance revisions, and comprehensive plans.

WORK HISTORY

Masterplan, A Milrose Company // *Consultant*

2023 - PRESENT

North Central Texas Council of Governments // *Senior Environment and Development Planner*

2019 - 2023

City of Hutto // *Director of Planning*

2017 - 2018

City of Georgetown // *Planner*

2015 - 2017

City of Dallas // *Senior Planner / Senior Real Estate Specialist*

2007 - 2013

WD Partners // *Entitlement Manager*

2006 - 2007

City of Houston // *Senior Planner*

2004 - 2006

COMMUNITY INVOLVEMENT

American Institute of Certified Planners, American Planning Association, Texas Chapter // *Member*

Toastmasters International // *Advanced Speaker*

CONTACT

Chorner@masterplantexas.com
972-999-5150

YEARS OF EXPERIENCE

20 years

EDUCATION

Masters of City and Regional Planning
University of Texas // Arlington, TX

Bachelor of Arts, Political Science
Trinity University // San Antonio, TX

SPECIALIZATION

- ▶ Customer Relations
- ▶ Comprehensive & Environmental Planning
- ▶ Entitlements
- ▶ Zoning
- ▶ Development Codes
- ▶ Community Outreach



MICHELLE ROBERTS

ACCOUNTS RECEIVABLE SPECIALIST

Michelle Roberts joined the Masterplan team in June 2022, where she works as an Accounts Receivable Specialist in our Dallas office. She is responsible for process improvement, collections, communication with clients and other departments, resolving issues, and reporting. Her favorite aspect of her role has been getting on the ground floor with AR development and being able to be a part of moving the company forward.

Michelle received her Bachelor's degree in management from Saint Leo University in Florida. She previously worked for T-Mobile-MetroPCS and General Data tech where she gained valuable skills such as account reconciliation, cross-functional training, communication with government agencies, and maintaining AR records.

CONTACT

michelle@masterplantexas.com
214-994-3554

YEARS OF EXPERIENCE

14 years

EDUCATION

Bachelor of Business Administration
- Management
St. Leo University// St. Leo, FL

SPECIALIZATION

- ▶ Customer & Vendor relationship building
- ▶ Reporting
- ▶ Dispute resolution
- ▶ Generating invoices
- ▶ Account reconciliation

EXPERIENCE

- ▶ Expertise in developing and delivering financial reporting for management within tight deadlines.
- ▶ Demonstrated ability to identify and implement improvements that streamline processes and increase efficiency and productivity
- ▶ Computer skills include SAP, Oracle, Ariba, Microsoft Word, Excel (including pivot tables and V-Lookups)

WORK HISTORY

Masterplan, A Milrose Company // *Accounts Receivable Specialist*

2022 - PRESENT

General DataTech // *Senior Billing Analyst*

2015 - 2022

T-Mobile / MetroPCS // *Senior Billing Analyst*

2010 - 2014



VIVIAN QUINTERO

CONTRACT ANALYST

Vivian Quintero joined Masterplan in 2021 and began working on a wide range of customer support initiatives. Vivian has primarily focused on client contracts and enhancing processes in order to provide new clients with an exceptional experience. Through her involvement with the Dallas Regional Chamber Young Professionals and the Regional Hispanic Contractors Association, she also exhibits a dedication and passion for supporting the community.

She received her B.S. from The University of Texas at Austin in communication and leadership with a minor in business. Vivian also made the Dean's list twice during her college career and graduated with a 4.0 major GPA and a 3.6 cumulative GPA.

CONTACT

vivian@masterplantexas.com
682-560-5937

YEARS OF EXPERIENCE

5 years

EDUCATION

Bachelor of Science - Communication and Leadership
Business Foundations Minor
University of Texas // Austin, TX

SPECIALIZATION

- ▶ Contract Management
- ▶ Communications Processing
- ▶ Social Media Management
- ▶ Client Management

EXPERIENCE

- ▶ Manage client relationships by being first point of contact and acting as central liaison between sales, accounting, operations, leadership, and offices across the US.
- ▶ Performed data migration for CRM system change from NetSuite to Salesforce.
- ▶ Write and edit 250-350 contracts quarterly for permitting, zoning, and related professional services provided by consultants across all offices.
- ▶ Project manage all contract conditions and deadlines to ensure timelines and costs are within budget..

WORK HISTORY

Masterplan, A Milrose Company // *Contract Analyst*

2022 - PRESENT

Masterplan, A Milrose Company // *Development Associate*

2022 - 2022

Masterplan, A Milrose Company // *Sales Support Specialist*

2021 - 2022

Employer Direct Healthcare // *Care Advocate*

2020 - 2021

Alfonso C. Hernandez PLLC // *Web Design and Marketing Intern*

2020

COMMUNITY INVOLVEMENT

Young Professionals - Dallas Regional Chamber // *Member*

RHCA -Regional Hispanic Contractors Association // *Member*

ALPFA - Association of Latino Professionals for America // *Member*

MASTERPLAN INTERN

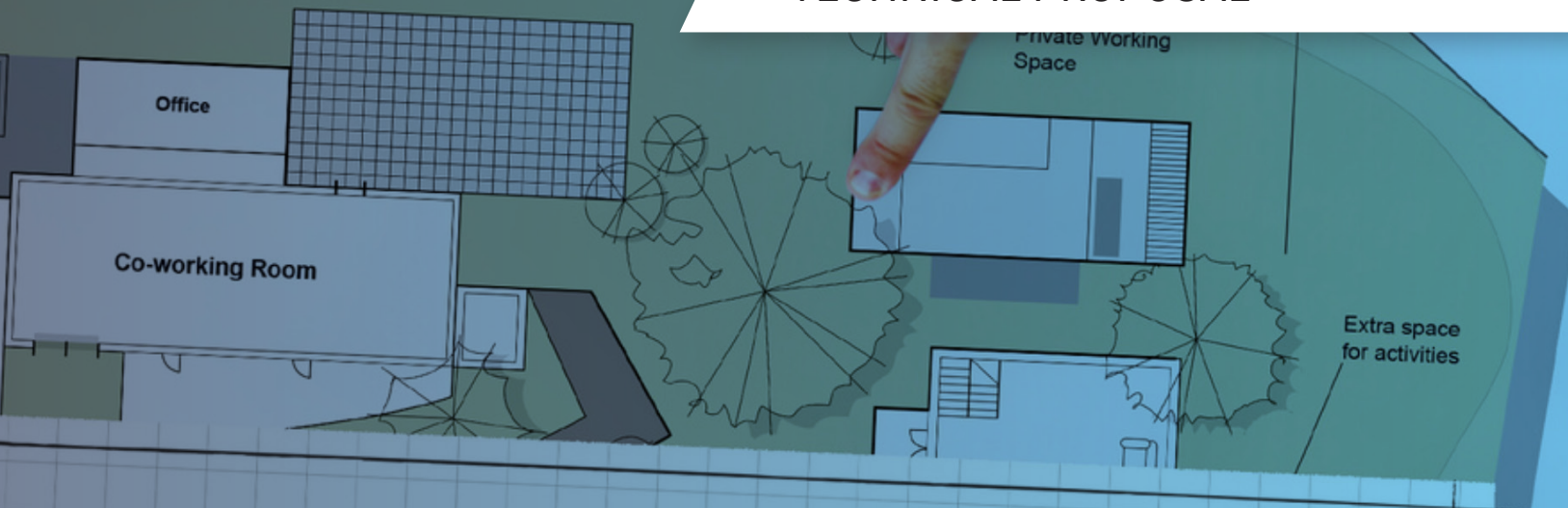
INTERN

At Masterplan, we recognize the pivotal role that interns play in shaping the future of urban development and community engagement. Our internship program is designed to provide aspiring professionals with invaluable hands-on experience, offering a unique opportunity to actively contribute to supporting municipalities and clients in real-world scenarios. Interns at Masterplan are integral members of our dynamic team, gaining practical insights into the intricacies of zoning, permitting, and municipal approvals. Engaging directly with clients and municipalities, our interns have the chance to apply theoretical knowledge to tangible projects, fostering a holistic understanding of the challenges and opportunities within the field. Through mentorship and active involvement, we aim to empower interns to make meaningful contributions to the communities we serve, ensuring a transformative and enriching experience that goes beyond traditional classroom learning.

DESCRIPTION OF TASKS

- ▶ Assist consultants with client projects as needed
- ▶ Conducting follow-up emails for internal personnel
- ▶ Issuing mailers/letters for clients or other marketers
- ▶ Posting signs for on-site projects
- ▶ Delivering items to clients
- ▶ Proofreading marketing materials to ensure the language is easily understandable for the general public
- ▶ Blog/copywriting
- ▶ Attending community meetings
- ▶ Compiling project research
- ▶ Compiling community feedback

TAB D TECHNICAL PROPOSAL



PLAN





TECHNICAL PROPOSAL

DESCRIPTION OF SERVICES: AUDIENCE AWARENESS AND INSIGHTS:

Audience Identification: Masterplan is dedicated to facilitating a comprehensive approach to audience identification for the North Central Texas Council of Governments (NCTCOG). Our methodology involves delving into key insights of both external stakeholders, including businesses and community members, as well as internal audiences such as municipality and non-profit leadership and stakeholders. Through this analysis, we aim to discern the unique needs, preferences, and concerns of each group, establishing a foundation for tailored communication strategies.

Our process extends to identifying gaps in public education, ensuring that the awareness campaigns we develop are strategically informed and address specific knowledge deficits. Leveraging survey findings, we craft targeted and impactful awareness campaigns that resonate with the identified audiences.

To maximize the effectiveness of our campaigns, we meticulously select and deploy the best-suited media channels. Whether it be digital platforms, traditional media, or a combination of both, our goal is to ensure that the intended messages reach and engage the target audiences effectively. By integrating these steps, Masterplan endeavors to enhance audience understanding, bridge communication gaps, and deliver campaigns that drive meaningful impact for the NCTCOG and its diverse stakeholders.

Notification Areas: Through neighboring awareness and our consultant's experience with multiple cities across the metroplex appraisal districts GIS, we can create notification maps in any direction, regardless of the square footage, to generate a list of residential and commercial owners within the sector for audience engagement management. Listing their

names, addresses, and phone numbers to create our audience list in conjunction with decision-making on the specific client's project. Ensure affected stakeholders are always given the most current information and public notices.

Each unique demographic can be reached and communicated to using the data our professionals brings to the table. Our goal for this stage is to work towards the highest reach possible for the designated area or region. We will use all available tools and resources to reach inaccessible market areas.

SOCIAL MEDIA AUDIT AND INSIGHTS:

Social Media Audit and Insights: Masterplan is committed to delivering a comprehensive social media audit for the local government entities, employing a strategic approach that goes beyond surface-level analysis. Our process begins with social listening, a dynamic method that involves monitoring and analyzing online conversations to gather valuable insights. By tapping into the digital pulse of the community, we gain a nuanced understanding of sentiments, trends, and discussions relevant to the local government.

Through meticulous analysis, we not only identify the current landscape but also pinpoint opportunities and challenges. This deep dive enables us to craft a plan of action that is finely tuned to the unique needs and dynamics of the local government. Whether it's enhancing community engagement, addressing concerns, or capitalizing on positive sentiment, our audit serves as the foundation for informed decision-making.

Masterplan's commitment to a comprehensive social media audit ensures that our clients are equipped with actionable insights, allowing them to navigate the social landscape effectively and strategically. By leveraging the power of social listening, we position

local governments to make informed decisions that foster positive community interactions and contribute to a more robust online presence.

Leveraging the insights garnered through social listening and audience analysis, Masterplan goes a step further by integrating budget analysis into the equation. Our consultants meticulously examine the budgetary landscape to understand the full scale within which we can maneuver, ensuring a strategic allocation of resources for maximum impact. By considering specific audience demographics, lifestyles, and the social and economic influences that shape their perspectives, we tailor our approach to resonate effectively with the audience's attitudes toward our clients.

Throughout this audit, we not only identify opportunities and challenges in the current social plan but also lay the foundation for one if necessary. Recognizing the regional variations in audience characteristics, we are committed to closing gaps and ensuring comprehensive outreach. Once the audit is completed and assessed, we present a succinct summary of key takeaways, providing our clients with a clear understanding of the social media landscape. Subsequently, we propose a well-defined plan of action, aligning strategies with the identified opportunities and addressing challenges to enhance the local government's social media presence and impact.

Content Framework and Channel Strategy: Masterplan approaches content framework and channel strategy with a meticulous and strategic process to elevate the impact of our clients' social media endeavors. First and foremost, we collaboratively define social objectives, ensuring alignment with overarching goals and target outcomes. By establishing clear objectives, we create a roadmap that guides our subsequent actions and measures success.

Next, we methodically determine the role of social

media within the broader spectrum, considering aspects such as paid, organic, and potential partnerships. This nuanced understanding allows us to optimize the use of various channels to meet specific goals, whether they be awareness, community engagement, or driving specific actions. To ensure consistency and resonance, we develop social content pillars that encapsulate key themes and messages. These pillars serve as the foundation for content creation, providing a cohesive narrative across different channels.

Building on this, we craft a channel strategy that outlines the most effective platforms for reaching the target audience. Whether it's leveraging the visual appeal of Instagram, the professional landscape of LinkedIn, or the conversational nature of TikTok, our strategy is tailored to maximize impact.

In the final stage, we present a recommended content framework that encapsulates the entire strategy. This framework serves as a blueprint, outlining the content pillars, channel strategies, and key messaging, ensuring a cohesive and impactful social media presence. At Masterplan, our commitment is not just to deliver content; it's about delivering a strategic and purposeful narrative that resonates with the communities and achieves the desired objectives.

Persona and Engagement Strategy: In our social media strategy tailored for NCTCOG members collaborating with Masterplan, our focus extends beyond content creation to encompass a personalized and engaging approach. The first step involves defining the brand personality, ensuring that the social media presence aligns seamlessly with the identity and values of the respective NCTCOG members. This step establishes a foundation for authentic and relatable interactions with the audience.

Understanding the audience's personal and brand voice for NCTCOG cities will be one of the driving forces for the branding decisions of all marketing



strategies made by our team. The research and data found in the section “Audience Awareness and Insights” will help us build up the social strategy surrounding the audience. This will give us insight into the competitive white space the audience sits in. When formulating a strategy around the audience, we can begin testing the content framework strategy on page 22.

Moving forward, we diligently develop a community management approach that fosters meaningful engagement. This involves creating a framework for two-way communication, addressing inquiries, and actively participating in conversations. By nurturing a responsive and approachable online presence, we contribute to building a sense of community and trust among the audience.

Simultaneously, we outline a robust measurement and analytics approach to quantify the impact of our strategies. By leveraging analytics tools, we track key performance indicators, assess audience engagement, and measure the success of various initiatives. This data-driven approach allows us to refine strategies in real-time, ensuring that our efforts align with evolving objectives.

Finally, we present a comprehensive summary of key takeaways and opportunities gleaned from the analytics and community interactions. This summary serves as a valuable resource for our clients, offering insights into community or audience preferences, successful engagement tactics, and areas for improvement. By intertwining personalization, engagement, and data-driven strategies, Masterplan aims to elevate the social media presence of NCTCOG members, fostering a dynamic and impactful online community.

CAMPAIGN STRATEGY:

Campaign Development: Masterplan excels in crafting dynamic campaign strategies, ensuring impactful communication and targeted outreach. Our process begins by collaboratively generating potential key messages that resonate with the intended audience and align with the goals of the campaign. These messages serve as the foundation for a cohesive narrative that captures attention and drives the desired response.

Moving forward, we meticulously develop methods for campaign execution, tailoring our approach to the unique needs of each NCTCOG member. Whether it involves leveraging social media, organizing events, or utilizing traditional media channels, our strategies are

designed to maximize visibility and engagement. In tandem with message generation and execution methods, we work closely with our clients to identify clear and measurable campaign goals. These goals serve as benchmarks for success, allowing us to tailor our strategies to achieve specific outcomes, whether they be increased community awareness, stakeholder engagement, or policy advocacy.

To ensure seamless coordination and execution, we create a detailed campaign timeline that encompasses key dates for all necessary milestones, including meetings, approval dates, draft submissions, publishing dates, and other critical elements essential to the strategy’s success. This timeline serves as a dynamic tool that keeps the point of contact constantly aligned with the client and project deliverables. It provides transparency, allowing for proactive communication and adjustments as needed, ensuring a smooth and organized campaign execution.

Finally, we present a comprehensive summary of key takeaways and opportunities derived from the campaign. This analysis encompasses the effectiveness of key messages, the success of execution methods, and the extent to which campaign goals were achieved. By consistently refining our strategies based on these insights, Masterplan is dedicated to delivering campaigns that not only meet but exceed the expectations of our NCTCOG members, driving positive impact and fostering meaningful connections.

As a result, Masterplan’s integrated approach to campaign strategy not only addresses the development of critical messages, goal identification, and method of execution but also emphasizes meticulous planning and constant alignment throughout the entire strategy timeline. This commitment to detail and collaboration ensures that our NCTCOG members receive campaigns that are not only strategically sound but also executed with precision and efficiency.

ADDITIONAL SERVICES:

At Masterplan, we understand the importance of providing flexible and integrated solutions to meet the diverse needs of our clients.

Regardless of the combination of services chosen, clients can rest assured that all aspects will be managed through a single point of contact at Masterplan. This streamlined approach ensures an easy and efficient process, fostering clear

communication, and allowing clients to focus on their goals while we navigate the complexities of strategy development and execution on their behalf.

Our additional services, listed below, can be seamlessly performed either in combination or independently, offering a tailored approach to address specific requirements:

Blogs & Newsletters: Our team at Masterplan recognizes the importance of user-friendly communication channels and interfaces that cater to audiences of all ages. Understanding that not all stakeholders are tech-savvy, our consultants take an extra step to ensure accessibility. We provide various communication options, including one-on-one meetings and proficiency training, accommodating individuals with varying technological comfort levels. Our blog and copywriting services act as concise project summaries, allowing community members to stay informed about development progress effortlessly. These informative blogs can be seamlessly integrated into social media posts and newsletters, enhancing traffic and audience engagement. When coupled with audience identification strategies, these tools become a powerful means to achieve optimal project outreach within the community.

Audience Engagement:

Our consultants, with a strong foundation in public servant leadership, have curated and executed diverse events to enhance audience engagement. Whether it's a live, in-person event held at project sites, local educational institutions, convention centers, or virtual gatherings hosted through our YouTube studio in response to the evolving business landscape due to the COVID-19 pandemic, we adapt our strategies to suit the current environment. We are committed to building awareness through impactful presentations, fostering a positive reputation by delivering quality experiences, and effectively conveying our clients' messages.

Recognizing the paramount importance of data tracking and auditing in effective communication, we implement comprehensive feedback mechanisms. This involves live documents integrated into every landing page we create, including feedback forms, surveys, and diligent follow-ups with frequently asked questions, letters, and thank-you cards. Our commitment extends to quarterly internal and external audits, ensuring that we consistently align with our audience's behavior patterns towards events or projects. By maintaining detailed meeting minutes

from every gathering, Masterplan remains dedicated to a holistic approach that enhances audience understanding and elevates the overall engagement experience.

Event Planning and Management: Our Masterplan Consultants' experience in private and public sectors makes them all event coordinating professionals from hosting & facilitating in-person & virtual community meetings, Training Sessions, Congressional Service Academies, Congressional Competitions, and Town Halls. We collectively determine budget and location, assign objectives, agree on what services we're offering, track audience engagement, and watch the event unfold. Lastly, follow up and request feedback to steadily hone our craft as professionals and grow marketing & engagement.

Legislative Education Campaigns: Our professionals believe in educating our audience members in every part of the development stage. This is often accomplished through direct, social, and email marketing through an informative campaign. This allows our stakeholders to be involved in the process and shows them how they may be affected. Our focus extends to delving into the foundational aspects, representation, and metrics within their respective communities. This commitment to education ensures that our audience is well-informed, engaged, and empowered throughout the legislative campaign journey.

Community Meetings: Community engagement is at the core of our approach, recognizing that meaningful progress is driven by the collective voices of community members. We foster an environment that values and amplifies these voices, providing a safe space for sharing ideas, interests, and concerns. Our commitment to true collaboration extends beyond individual communities, sharing responsibilities and building rapport with neighboring areas, ensuring a holistic and inclusive approach.

To enhance accessibility, we offer the option to record community meetings upon request, making them available on the project's designated landing page. This proactive measure ensures that those unable to attend in person can stay informed, fostering transparency and communication within the community. By leveraging technology to extend the reach of community meetings, we enable a wider regional audience to engage with the discussions, further strengthening the bonds within the community and its neighboring areas.

RESPONDING TO AN ORDER:

When receiving an order for services through the North Central Texas Council of Governments (NCTCOG), Masterplan is committed to a seamless and transparent process. Upon initiation of a project request from an NCTCOG member, we promptly respond by presenting a comprehensive pricing agreement accompanied by a clear scope of services. Leveraging our pre-negotiated contract with the NCTCOG, our pricing aligns with the rates outlined in our proposal, ensuring consistency and adherence to established terms.

Once the pricing agreement is accepted and signed, we prioritize effective communication by organizing a kick-off meeting. This meeting serves as a crucial forum for aligning goals and objectives, fostering a collaborative environment where all stakeholders share a common understanding of the project's scope and expectations. Masterplan is dedicated to ensuring that our engagement with the NCTCOG is marked by clarity, efficiency, and a shared commitment to successful project outcomes.

DELIVERING AN ORDER:

At Masterplan, our approach to delivering orders for members of the North Central Texas Council of Governments (NCTCOG) is rooted in precision and client-centricity. From the project's inception, we collaborate closely with our clients to establish a comprehensive understanding of the deliverables required. Whether it involves crafting communication strategies geared toward community members and businesses, implementing key performance indicator (KPI) reporting, gathering feedback from communities, or creating visual aids for effective communication, we tailor our approach to meet the unique requirements of each assignment.

Our toolkit is robust, spanning audience identification,

social media strategy, and community engagement, among others. This versatility ensures that municipalities, counties, school districts, and similar entities benefit from tailored solutions that enhance both external and internal audience awareness and engagement. With a commitment to clarity and alignment, we navigate diverse communication challenges to deliver impactful results for valued NCTCOG members.

CUSTOMER SATISFACTION:

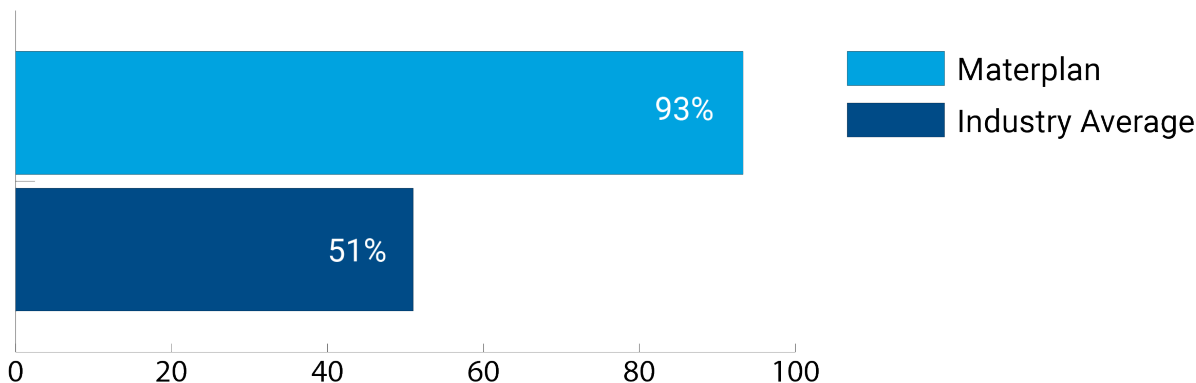
At Masterplan, ensuring client satisfaction is not just a priority; it's a fundamental commitment ingrained in our ethos. We take proactive measures to guarantee our clients, including the North Central Texas Council of Governments (NCTCOG) and individual project stakeholders, experience the highest level of service. Regular check-ins serve as a cornerstone of our client management strategy, allowing us to gauge satisfaction, address concerns promptly, and ensure that our solutions align with evolving needs.

Recognizing the value of accessibility, we provide additional points of contact, and our leadership remains readily available to address any inquiries or feedback. Our goal is not only to meet but exceed expectations, providing a "white glove" service that reflects our dedication to doing right by our clients. By fostering open communication channels and a client-centric mindset, we aim to build lasting partnerships based on trust, transparency, and unparalleled satisfaction.

Don't just take our word for it. Our Net Promoter Score based in client feedback speaks for itself.

Net Promoter Score: A Net Promoter Score (NPS) is a metric used to measure customer loyalty and satisfaction based on the likelihood of customers recommending a company's products or services to others. It is determined by asking customers a

Net Promoter Score - Masterplan VS. Industry



simple question: “On a scale of 0 to 10, how likely are you to recommend our company to a friend or colleague?” A positive score indicates a positive customer sentiment. Our company is proud to have one of the leading Net Promoter Scores in the industry, underscoring our commitment to delivering exceptional products and services that resonate positively with our customers and foster loyalty in the competitive landscape.

In June and July 2022, Alliance Consulting Group interviewed a diverse group of Masterplan clients. These clients expressed highly favorable views of Masterplan, as indicated by an NPS average of 9.7/10. All interviewed would recommend Masterplan to industry peers, with many actively recommending Masterplan to friends across the industry. All clients praised Masterplan’s strong communication and “above and beyond” responsiveness. Masterplan is viewed by many as a “trusted partner” due to its ability to guide clients through projects while anticipating challenges and developing flexible solutions.

DESCRIPTION OF INVOICING:

Our invoicing process at Masterplan is designed for transparency and convenience. For hourly projects, we follow a monthly invoicing cycle that meticulously breaks down how each billed hour was allocated. Managed by our proficient accounts receivable team, payments are handled efficiently in accordance with the specific project scope. Invoices are delivered electronically via email, ensuring a swift and secure process. To offer flexibility, we accept payments through multiple channels. Clients can conveniently settle invoices using traditional checks or opt for the ease of credit card transactions, which can be seamlessly processed through our secure online portal at <https://payments.milrose.com/payments/>. This streamlined approach to invoicing reflects our commitment to providing a seamless and client-friendly experience throughout our engagement.





TAB E

REFERENCES

REFERENCES

We are confident that the references below can attest to the quality of Masterplan's services. You'll hear first-hand how our ability to deliver leadership, creativity, and exceptional service earned the trust and confidence of our clients.

MASTERPLAN REFERENCES

CITY OF UNIVERSITY PARK

Robbie Corder
City Manager
3800 University Blvd
Dallas, TX. 75205
rcorder@uptexas.org
214-987-5300



UNIVERSITY PARK
Texas

TOWN OF PROSPER

Harlan Jefferson (Currently works for The City of Burleson)
Formerly Town Manager for Town of Prosper
250 W. First Street
Prosper, TX 75075
hjefferson@burlesontx.com



CITY OF COLLEYVILLE

Adrienne Lothery
Assistant City Manager
100 Main Street
Colleyville, TX. 76034
alothery@colleyvilletx.gov
817-503-1112





TAB F

PROPOSAL PRICING

PRICING

We understand the importance of making every dollar go further for cities and their communities. We commit to providing you with services within the budget outlined below. Additionally, we pride ourselves on providing flexible billing, as needed, to ensure we're meeting all of your needs.

EXHIBIT B Proposed Pricing

Pricing Format Request Example		Procurement No.:	2024-002
Respondent Name:	Dallas Cothrum		
Notes:	These rates are for all services highlighted in the scope of work.		
Audience Engagement and Marketing Strategy Consulting Services - TXShare Cooperative Purchasing Program			
Item	Description		Offered Price
1	Senior Executive: Dallas Cothrum		\$425 per hour
2	Executive: Nicolle Ketcham		\$365 per hour
3	Senior Consultant		\$285 per hour
4	Consultant: Stormey Foster & Katelyn Smith		\$195 per hour
5	Intern		\$25 per hour
Contractor shall provide additional related services at catalog price less:			%

The background of the page is a photograph showing several hands interacting with a stack of papers on a desk. The image is heavily blurred and has a strong blue color cast. A white, angular graphic element is positioned in the upper right, containing the text 'TAB G' and 'REQUIRED ATTACHMENTS'.

TAB G

REQUIRED ATTACHMENTS



REQUIRED ATTACHMENTS

Attached are our signed attachments as required by the RFP process. Included is a revised version of the General Terms and Conditions; our team has reviewed the documents and has made the following edits highlighted on pages 55 and 56 of this proposal. These changes have been made carefully and will set this partnership up for success. If you have any questions regarding the modifications made to these documents, please do not hesitate to reach out.

ATTACHMENT I:
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

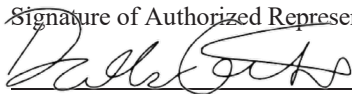
Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror’s proposals. The insurance requirements are outlined in Section 6.04.

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



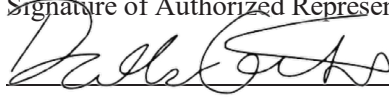
Date: 12/04/2023

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



Date: 12/04/2023

**ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



Date: 12/04/2023

ATTACHMENT IV: 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 or belief, that:

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
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, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



Date: 12/04/2023

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The Milrose Consultants, LLC DBA: Masterplan (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the Milrose Consultants, LLC DBA: Masterplan (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



Date: 12/04/2023

**ATTACHMENT VI:
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.

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



Date: 12/04/2023

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Milrose Consultants, LLC DBA: Masterplan

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

12/04/2023

Date

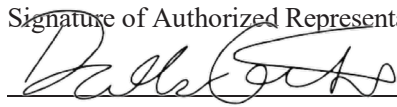
**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

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.

Name of Organization/Contractor(s):

Milrose Consultants, LLC DBA: Masterplan

Signature of Authorized Representative:



Date: 12/04/2023

**ATTACHMENT VIII:
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 following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

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.

Indicate the certification that applies to your corporation:

 X

The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

Dallas Cothrum

(Printed/Typed Name and Title of Authorized Representative)



Signature

Date: 12/04/2023

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this solicitation.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

N/A Minority-Owned Business Enterprise

N/A Women-Owned Business Enterprise

N/A Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:



Authorized Signature

Dallas Cothrum

Typed Name

12/04/2023

Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____ (city), _____ (county), _____ (state).

SEAL

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

ATTACHMENT X

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.

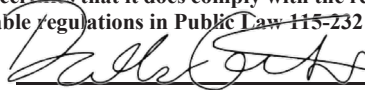
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Dallas Cothrum

NAME OF COMPANY:

Milrose Consultants, LLC DBA: Masterplan

DATE:

12/04/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

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.

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

SIGNATURE OF AUTHORIZED
PERSON:



NAME OF AUTHORIZED PERSON:

Dallas Cothrum

NAME OF COMPANY:

Milrose Consultants, LLC DBA: Masterplan

DATE:

12/04/2023

-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:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

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.

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

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Dallas Cothrum

NAME OF COMPANY:

Milrose Consultants, LLC DBA: Masterplan

DATE:

12/04/2023

-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:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

EXHIBIT A

Description of Desired Service Categories for Proposed Pricing

Respondents should furnish a proposal that specifies pricing for the services they propose.

Responses are encouraged from vendors who can only provide a handful of services. Respondents are not expected to be able to provide the entirety of the desired services, though are welcome to if they are able!

The following selection is not **all-encompassing**, and additional categories are desired.

Examples of **Audience Engagement and Marketing Strategy Consulting Services** desired under this solicitation include, but are not limited to as follows:

I. Audience Awareness and Insights

Audience Identification:

- Determine key insights of both external and internal audiences.
- Identify gaps in public education.
- Develop an awareness campaign based on survey findings.
- Ensure target audiences are reached through the best media channels available.

II. Social Media Strategy

Social Media Audit and Insights:

- Conduct a comprehensive social media audit.
- Perform social listening to gather insights.
- Identify opportunities and challenges.

Content Framework and Channel Strategy:

- Define social objectives.
- Determine the role of social media (paid, organic, partners).
- Develop social content pillars.
- Create a channel strategy.
- Present a recommended content framework.

Persona and Engagement Strategy:

- Define brand personality.
- Develop a community management approach.
- Outline measurement and analytics approach.
- Present a summary of key takeaways and opportunities.

III. Website Optimization

Website Audit:

- Conduct a website audit, including competitive analysis.
- Assess website performance.
- Analyze user interface and user experience (UI/UX) design elements alongside search engine optimization (SEO) metrics to improve website performance and user satisfaction.
- Identify issues, errors, and opportunities.
- Evaluate site technical performance.
- Present a summary of key takeaways and opportunities.

IV. Media Landscape Research and Recommendations

Media Landscape Determination:

- Research and identify key media platforms.

Media Buying Plan:

- Build relationships with media distributors.
- Create a custom media buying plan.
- Develop a campaign timeline.

Analysis and Ideation:

- Review data from audits.
- Conduct an audience deep dive.
- Ideate on audience needs with entity staff.
- Interview key stakeholders.
- Present a summary of key takeaways and opportunities.

V. Campaign Strategy

Campaign Development:

- Generate potential key messages.
- Develop methods for campaign execution.
- Identify campaign goals.
- Create a campaign timeline.
- Present a summary of key takeaways and opportunities.

VI. Additional Services

Vendor may propose additional services such as branding, content writing, web wireframing, social media management, podcasting/audio series, event planning/production, event management, media buying, legislative education campaigns, or product enhancements. Each additional service should be detailed separately in the proposal.

NCTCOG prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve TXShare Members under a resulting contract.

NCTCOG desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of TXShare current and potential members.

EXHIBIT B

Proposed Pricing

Pricing Format Request Example		Procurement No.:	2024-002
Respondent Name:	Dallas Cothrum		
Notes:	These rates are for all services highlighted in the scope of work.		
Audience Engagement and Marketing Strategy Consulting Services - TXShare Cooperative Purchasing Program			
Item	Description	Offered Price	
1	Senior Executive: Dallas Cothrum	\$425 per hour	
2	Executive: Nicolle Ketcham	\$365 per hour	
3	Senior Consultant	\$285 per hour	
4	Consultant: Stormey Foster & Katelyn Smith	\$195 per hour	
5	Intern	\$25 per hour	
Contractor shall provide additional related services at catalog price less:			%

RFP 2024-002	Nationwide Service Area Designation or Identification Form		
Proposer Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all Fifty (50) States	Will not service Fifty (50) States	
		<input checked="checked" type="checkbox"/>	
	<p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		
21.	Massachusetts		

RFP 2024-002	Nationwide Service Area Designation or Identification Form						
Proposer Name:							
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all Fifty (50) States</td> <td>Will not service Fifty (50) States</td> </tr> <tr> <td></td> <td>✓</td> </tr> </table> <p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>			Will service all Fifty (50) States	Will not service Fifty (50) States		✓
Will service all Fifty (50) States	Will not service Fifty (50) States						
	✓						
Item	State	Region/MSA/City	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						
21.	Massachusetts						

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

REVISED GENERAL TERMS AND CONDITIONS

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 TERMS

- 6.01 **Sales Tax.** NCTCOG is 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.
- 6.02 **Conditions.** NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- 6.02.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 6.02.2 Unless the respondent specifies in the proposals, NCTCOG may award the contract for any items/services or group of items/services in the solicitation and may increase or decrease the quantity specified.
- 6.02.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 6.02.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with respondent(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the agency needs.
- 6.02.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all respondents recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.
- 6.02.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
- 6.02.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the respondent's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.02.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 6.02.9 Respondent shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- 6.02.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.

- 6.02.11 Respondent shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause the respondent's bid to be rejected. This does not preclude joint ventures or subcontracts.
- 6.02.12 All proposals submitted must be an original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the respondent is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.02.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 6.02.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the respondent to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful respondent as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Respondent's failure to contract may be recovered from the respondent.
- 6.02.15 A contract with the selected respondent may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.02.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Respondent agrees, 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 process 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.

6.03 House Bill 89 Certification

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

- 6.04 Insurance Requirements.** At all times during the term of a contract resulting from this procurement, the contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance coverage and limits required to do business in the state of Texas.

- 6.05 Indemnification.** ~~Contractor-Respondent~~ shall ~~defend,~~ indemnify, and hold harmless NCTCOG, 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") ~~to the extent caused by arising out of or relating to:~~

RFP 2024-002

(i) Services negligently performed and carried out by Respondent and/or its employees or subcontractors pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract by Respondent, (iii) the negligence or willful misconduct of ~~contractor~~ Respondent and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by ~~Respondent~~ contractor and/or its employees or subcontractors of any right of a third party; provided, however, that ~~Respondent~~ contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG's or an indemnitee's gross negligence, negligence or willful misconduct.

- 6.06 **Force Majeure.** It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement 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 the contract 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.
- 6.07 **Form 1295.** The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency prior to the award of certain contracts. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website. If the requirement applies to the contract resulting from this RFP, NCTCOG will notify the vendor that the disclosure is required and will provide a specific contract number for inclusion in the submittal. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.
- 6.08 **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.
- 6.09 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 6.10 **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.
- 6.11 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 6.12 **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

- 6.13 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.14 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 6.15 **Restrictions on Lobbying.** Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the RFP. 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.
- 6.16 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 6.17 **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.
- 6.18 **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, Contractor will impose such sanctions as it 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 9.13, 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.

6.19 **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.*

6.20 **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).
- i. 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.).

6.21 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

6.22 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.

6.23 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER 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.

Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document “Attachments” section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.