



MASTER SERVICES AGREEMENT #2024-019
Executive Search Consulting and Related Services

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

Baker Tilly Advisory Group, LP (“contractor”)
Attn: Anne Lewis
205 N. Michigan Ave
28th Fl
Chicago, IL 60601-5927

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Executive Search Consulting and Related Services**, (hereinafter, “**Services**”) to governmental entities participating in the TXShare program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals **#2024-019** (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II
SCOPE OF SERVICES

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

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating

procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

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

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

2.5 NCTCOG Obligations

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

2.6 Participating Entity Obligations.

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

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

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2024-019

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on April 30, 2026 (the "**Term**"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years through April 30, 2029.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been

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materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

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

NCTCOG
ATTN: TXShare
PO Box 5888
Arlington, TX 76005-5888
Email: TXShare@nctcog.org

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

**ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES**

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

**ARTICLE VII
REPRESENTATION AND WARRANTIES**

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

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

**ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP**

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

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

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with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

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

ARTICLE IX GENERAL PROVISIONS

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

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Baker Tilly Advisory Group, LP
Attn: Anne Lewis
205 N. Michigan Ave
28th Fl
Chicago, IL 60601-5927
(703) 923-8214
Anne.lewis@bakertilly.com

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns (each a "Covered Person") from any and all third party suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG's gross negligence or willful misconduct. Notwithstanding the foregoing, NCTCOG hereby releases Contractor, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify NCTCOG or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of NCTCOG or any Covered Person. Furthermore, because of the importance of the information that NCTCOG provides to Contractor with respect to Contractor's ability to perform the services, NCTCOG hereby releases Contractor and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by NCTCOG, its personnel or agents, that is not complete, accurate or current.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. Coverage shall be endorsed to the Customer as a Named Additional Insured, with the exceptions of Workers Compensation and Professional Liability Insurance. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability:

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8 Ability to Perform. Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9 Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.

9.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

9.11 Waiver. Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.

- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

10.11 **Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor complies and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- 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.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

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

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest. Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations**
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 **Boycotting of Certain Energy Companies**
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference**
As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Baker Tilly Advisory Group, LP

North Central Texas Council of Governments



June 12, 2024

Signature

Date

Anne Lewis

Printed Name

Managing Director

Title

DocuSigned by:



A4E72C1BEF0F426...

6/12/2024

Signature

Date

R. Michael Eastland
Executive Director

APPENDIX A
Statement of Work



Tab D – B. Proposed Scope of Services

TAB D – B. PROPOSED SCOPE OF SERVICES

Please prepare a description of the services you are offering. This will be accomplished by taking the Scope of Services found in Sections 4.1 and 4.2 of this RFP and modifying it to the extent necessary to reflect the services you are offering in your proposal. This scope may be subject to negotiation with the NCTCOG to achieve a final agreed-upon “Best and Final Offer”. If you are awarded a contract, this Scope of Services will be incorporated in its entirety in the Master Services Agreement (“MSA”). Please note that all MSAs become public information upon execution. Do not include any confidential or proprietary material in your Scope of Services.

Offering the requested services

Baker Tilly can provide all services requested by NCTCOG identified in Exhibit 1 of this RFP.

ABILITY TO PROVIDE REQUESTED SERVICES		
Service category	Description	Ability
1	Executive search & recruitment services – To identify, assess, and recruit top-level executives and senior management professionals.	✓
2	Leadership assessment – To assess the leadership capabilities and potential of existing internal executive and management staff. This includes evaluating their skills, competencies, and overall fit with the organization.	✓
3	Succession planning – To provide guidance in planning for future leadership needs. This includes identifying and preparing potential leaders within the organization to fill key positions in the event of retirements, resignations, or expansion.	✓
4	Board services – To assist in recruiting and evaluating candidates for organizational service board positions, such as Parks Board, Board of Adjustment, Planning & Zoning Board, etc., to help ensure a diverse and effective board composition.	✓
5	Interim executives – Provide temporary executive leadership during periods of transition, such as the sudden departure of a key executive or director.	✓
6	Other related consulting services – To offer consulting services related to organizational design, talent strategy, leadership development, or any other related services for helping organizations align their talent strategy with their business objectives.	✓

Providing our human resources service model

Baker Tilly provides numerous services to help our clients focus on what they do best so they can win now and be prepared for tomorrow. Our service model is designed to be a holistic human resources solution. However, any combination of the services highlighted on the following pages may be used to create a customized model that meets your unique HR needs.

TAB D – B. PROPOSED SCOPE OF SERVICES

Providing executive search & recruitment services

State and local government clients like TXShare members are central to our executive recruitment practice, and we apply experience-based insight to help fill recruitment needs—the following table details how we plan to address recruitment needs in a valuable way.

EXECUTIVE RECRUITMENT PROCESS	
Task 1: Kickoff, marketing, recruitment and outreach	
Project milestone	Deliverables
Position profile and recruitment brochure development	<ul style="list-style-type: none"> Baker Tilly meets with the TXShare member's designee to receive information regarding the TXShare member budgets, organizational charts, images, logos, etc. Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline)
Approve brochure, begin advertising and distribute marketing letter	<ul style="list-style-type: none"> Brochure sent to the TXShare member for final approval Begin advertising and distribution of recruitment brochure
Task 2: Execution of recruitment strategy and identification of quality candidates	
Project milestone	Deliverables
Execution of recruitment strategy and candidate outreach	<ul style="list-style-type: none"> Online data collection and profile development Development of an interactive, searchable applicant database for each recruitment Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy Utilization of an extensive applicant database to identify applications and review the applicant pool for competencies/demographics
Task 3: Screening of applicants and recommendation of semi-finalists	
Project milestone	Deliverables
Applicant screening and recommendation of semi-finalists	<ul style="list-style-type: none"> Baker Tilly compares applications to the approved candidate profile developed in our searchable applicant database Most promising applicants are asked to complete candidate questionnaires and provide due diligence information Media, internet and social media scan for information pertinent to future employment Telephone screening interviews are completed Top candidates identified as semi-finalists Semi-Finalist Report is prepared, including the brochure, applicant list, cover letter and resume of candidates to be considered Baker Tilly and the aaa sss or designee review video interviews, if selected to use Project team leader meets with the TXShare member's leadership or designee to review recommended semi-finalists TXShare member leadership or designee selects finalists for on-site interviews Finalists complete candidate management style assessment, responses are reviewed, and interview questions are developed

TAB D – B. PROPOSED SCOPE OF SERVICES

EXECUTIVE RECRUITMENT PROCESS	
Task 4: Conducting background checks, reference checks and academic verifications	
Project milestone	Deliverables
Design final process with the TXShare member for on-site interviews with finalists	<ul style="list-style-type: none"> Baker Tilly confirms interviews with candidates
Background checks, reference checks and academic verifications	<ul style="list-style-type: none"> Baker Tilly completes background records checks, reference checks and academic verifications of finalists
Task 5: Final interview process	
Project milestone	Deliverables
Final Report prepared and delivered to the TXShare member	<ul style="list-style-type: none"> Final Report is prepared, including brochure, schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions
On-site interviews with finalists	<ul style="list-style-type: none"> Interviews are scheduled Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates if requested
Offer made/accepted	<ul style="list-style-type: none"> If requested, Baker Tilly participates in candidate employment agreement negotiations Baker Tilly notifies candidates of the decision Baker Tilly confirms the final process; closeout items with the TXShare member

THERE ARE NUMEROUS BENEFITS TO UTILIZING BAKER TILLY FOR YOUR RECRUITMENT NEEDS

We strive to distinguish ourselves from peer organizations.

Providing leadership assessment services

Providing optional post-recruitment activities

A successful executive search creates an opportunity to solidify the leadership bond between the TXShare member's leadership and new top-level executive or mid to high-level professionals. We offer the following fee-based supplementary services to encourage growth and positive change.

SUPPLEMENTARY POST-PLACEMENT SERVICES	
Six-month check-in	A facilitated session allows new top-level executive or mid to high-level professionals and TXShare member organizations to discuss progress, goals and vision. It is usually structured as a half-day session and can form the basis for future performance evaluations.
Executive coaching	Coaching can help improve communication, leadership, prioritization, and other skills needed for peak performance. It also provides professional and personal counsel to a new manager.
Performance evaluation plan	An annual performance review process led by a third-party facilitator ensures valuable feedback, constructive dialogue, and agreement on priorities. It can also strengthen the relationship.
Management system review	A structured review of the TXShare member organization's management system identifies ways to increase efficiency and

TAB D – B. PROPOSED SCOPE OF SERVICES

effectiveness. It is especially helpful for new executives or management professionals because it provides an objective agenda for improvement.

We are happy to discuss these services with you and prepare a proposal for any desired services.

Target Training International, Ltd (TTI)

Success Insights is the world's leading source for research-based, validated assessment and coaching tools that enable organizations to effectively meet their talent management needs using our own patented solutions and products.

Behaviors: measured in four dimensions (Dominance, Influence, Steadiness and Compliance), DiSC measures a person's action preferences, revealing how an individual will behave

Driving force: discover what motivates and engages a person by examining six unique continuums: knowledge, utility, surroundings, others, power and methodologies

Soft skills: examine 25 unique personal skills that identify which skills have been most well developed, providing a prediction of strengths and weaknesses in the future

DiSC is the most widely used behavioral assessment tool, adopted by organizations worldwide to improve teamwork and understand different communication styles. TTI Success Insights is the only provider of DiSC assessments in the marketplace that generates 384 unique reports customized for leadership, sales teams and individuals. Backed by 30 years of research, we use DiSC to help reveal hidden talents and skills that create high-performing teams.

Dominance: speaks to how we respond to problems or challenges. As a DiSC style, Dominance can often be angry – sometimes impatient – and is usually characterized by directness. Dominant individuals tend to be extroverted and task-oriented.

Influence: refers to how we influence and relate to people and contacts. As a DiSC style, influence can often be trusting and optimistic and sometimes be disorganized or indirect. Influencers tend to be extroverted and people-oriented.

Steadiness: how you respond to pace and consistency. As a DiSC style, stability can often be reserved, non-emotional, and sometimes possessive or indirect. Steadiness is introverted and people-oriented.

Compliance: how we respond to procedures and constraints. As a DiSC style, compliance can often be fearful and sometimes critical and direct. Compliance is introverted, very reserved and task-oriented.

Providing onboarding assistance

Our process lends itself well to onboarding new candidates. Baker Tilly is affiliated with TTI Success Insights (<https://www.ttisuccessinsights.com>), a leader in the human capital development field used by over 100,000 companies worldwide to help them maximize human capital investment and keep workers engaged and productive. We choose the appropriate assessment for your candidates and provide a benchmark report and finalist results, helping you select the best-fit candidate based on management style, work habits and competencies. This report is provided to the client and may be used to good effect with onboarding the new person to help them better understand their traits and the traits the organization leaders feel the job requires. This instrument is part of our standard package.

We also offer several other tools for onboarding, including an additional cost for an internal or external online survey. This, too, can be used in onboarding to help prepare the new hire to better understand the environment into which they are entering.

TAB D – B. PROPOSED SCOPE OF SERVICES

Providing succession planning services

We have firsthand experience guiding organizations to align succession planning needs with organizational priorities. This includes the full consideration of the employee life-cycle (for example, targeting recruitment, talent coaching, training and certification needs). The assessments we have provided have been critical to determining:

- Strategic visioning and operational alignment
- Reporting relationships and span of control
- Identifying gaps in positions, technical certifications and leadership skills
- Prioritization for recruitment, training and coaching needs

We support organizations in creating a roadmap to transform succession planning frameworks into living documents that are integrated and guide operations for long-term organizational success and continuity.

Baker Tilly will assist the TXShare member with the development of a succession planning program for identified positions across the organizations. The objectives of the project may include the following:

- Identify the workforce outlook for entry-level staff through leadership to preliminarily assess the current landscape
- Review the identified critical positions with the TXShare member leadership and assess the potential need for revisions or additions to the list
- Identify critical position core competencies to inform the TXShare member's training and development needs
- Create a methodology to develop an internal talent pool of candidates and robust recruitment plans
- Develop an implementation plan with collaboration from the TXShare member organization
- Recommend system use, program augmentation or development, and policy and procedure improvements to better enable succession planning implementation

Scope of work

The successful succession planning approach will identify competency commonalities and specializations needed for critical positions across the range of the TXShare member organization's services to best use resources for internal talent pool training, coaching and external search strategies to develop a comprehensive succession plan.

Phase 1 — Project initiation

This phase includes the initial project planning, coordination and relationship building tasks necessary for success.

Task 1.1 — Complete initial entry meeting with project sponsors. We will seek input and secure agreement on key drivers of the required level of effort to include such matters as:

- Number and types of interviews and participants
- Recommended meetings and meeting structure
- Confirm the scope of positions for succession planning program development
- Project management and status reporting frequencies and protocols
- Project schedule and TXShare member's staff availability and participation
- Determining project check-in schedule
- Project kick-off call

TAB D – B. PROPOSED SCOPE OF SERVICES

Task 1.2 — Prepare and deliver an initial data request checklist

Examples may include, to the extent available:

- Strategic plan or updated priorities
- Current organization chart
- Most recent fiscal year budget
- Job descriptions for all in-scope positions
- Numbers of vacancies and filled positions, with division designation by year for the past three years
- Employee census data including date hired, date terminated/re-hired, date of birth
- Employee retirement eligibility plan(s) and related policies
- Employee training and certification records
- Internal management and performance monitoring reports
- Professional development programs and training strategy
- Career ladders
- Core competencies model
- Classification and compensation structure and philosophy

Phase 2 — Current state assessment

In this phase, Baker Tilly will develop an understanding of the current state of the TXShare member's in-scope positions through data analysis and meetings with department directors and managers.

We will evaluate the current state of the TXShare member's workforce for all in scope positions in the context of upcoming retirement eligibility, department and division turnover rates, and other applicable employee census demographics (as available).

Task 2.1 — Workforce data analysis

Baker Tilly uses Excel to analyze and manipulate data received from our clients so that we can share the data with the TXShare member for further manipulation as they like. All data is collected through Huddle, our secure online platform with invitation-only access for Baker Tilly and the TXShare member team members.

The analysis approach includes:

- Review provided background data and documentation to develop an understanding of the organization, environment, employment policies, training programs, and recruitment and retention strategy.
- Analyze a three-year history of position data to identify high turnover positions by division.
- Analyze current employee census data, segregating data by department and division. Baker Tilly will manipulate the data, incorporating retirement eligibility, to identify potential vacancies in the coming five years.

Task 2.2 — Data analysis

Perform a best practice and gap analysis of policies and procedures, recruitment and retention programs, classification and compensation models, and core competency models. This task will include meetings with human resources representatives to understand the TXShare member's recruitment and retention strategy, existing and planned leadership development, and core competency model (as applicable). Data reviewed will inform the conversations during Task 2.3 and the gap assessment deliverable for Phase 3.

TAB D – B. PROPOSED SCOPE OF SERVICES

Task 2.3 — Confirm and review critical positions

Conduct meetings with the human resources representative and TXShare member organization's department heads and managers discussing their positions and positions that report to them identified as critical (example, supervisory positions reporting to the directors or managers). Individual meetings will be held with leadership and each of the department heads/managers.

Sample questions include:

- How could the state of the TXShare member today affect operations for the next one to five years? And five to 10 years?
- What operations are critical to the future of the TXShare member organization?
- What job functions, if any, will be consolidated? What job functions or entire positions could be outsourced?
- Could any current or future vacated positions be eliminated or outsourced?
- Will the projected workload volume increase or decrease?
- What skills and abilities will be needed to match these changes?
- What training and professional development programs are helpful, and where is there additional need?
- Share Task 2.1 data analysis with the TXShare member's leadership, department heads and managers to solicit input of potential additional and future positions that will need to be developed.
- Discuss function redundancies across positions.

Task 2.4 — Gap analysis

- Develop a gap analysis of positions, skills, and programs using the information from Tasks 2.1-2.3
- Develop potential alternative staffing models (example, identify opportunities to consolidate positions, develop new positions or outsource functions to revise position responsibilities).
- Meet with project sponsors to confirm key, high-risk positions for vacancy or pipeline development needs within the next five years.
- Provide gap assessment observations for future positions, skills, program development, and policy modifications. Information will be presented in a PowerPoint deck or Word document format based on the TXShare member's preference.

Phase 3 — Competency development and talent pool methodology

Task 3.1 — Develop a competency model framework and workshops

- With the ability to source from a variety of professional standards, Baker Tilly will source a preliminary competency model structure which may include the following competencies: academics, workplace/soft-skills, industry-wide knowledge, industry sector-specific knowledge, management skills, occupation-specific skills, department-specific skills.
- Confirm competency model structure with project sponsors. An optional engagement includes soliciting incumbents in the position and their supervisors for feedback to develop competencies through an interactive, half-day focus-group workshop.
- Establish success profiles using competencies to reflect career path development.

Task 3.2 — Workforce evaluation with 9-box grid (optional)

- Review the 9-box grid with project sponsors to evaluate employee potential and performance.
- Hold meetings with the TXShare member leadership and appropriate groupings of directors/managers and supervisors to identify candidates for further development and training and assess their maturity or readiness to participate in succession planning.
- Identifying positions that will need external recruitment.

TAB D – B. PROPOSED SCOPE OF SERVICES

- Aggregate an internal candidate pool list across the TXShare member's departments and divisions based on these meetings.

Phase 4 — Implementation plan and advisory

Task 4.1 — Prepare and review a draft implementation plan

- Prepare initial implementation plan for review with the project sponsors and HR representatives. The implementation plan will include a talent profile template for employees and department heads, managers and supervisors to use for ongoing coaching and a multi-year implementation plan.
- Implementation plan will include:
 - Instructions for use of the talent profile template to facilitate individual development (or identification to incorporate the concept of the talent profile into an existing succession planning platform)
 - External recruitment plans as appropriate
 - Augmentation or development of leadership development and other training programs
 - Prioritization of training and employee development needs
 - External workforce demographics analysis to inform availability of geographic workforce pool
- Receive and review comments, corrections and suggestions provided by TXShare member leadership
- Prepare an implementation plan presentation deck
- Present and discuss the implementation plan to leadership and department heads (as requested)

Task 4.2 — Ongoing advisory support (optional)

- Provide ongoing advisory support for workforce succession plan implementation, including:
 - Annual skills development progression aggregation to prioritize future year training resources
 - Annual retirement analysis
 - Ad-hoc hours support for implementation

Deliverables

- Confirmed and validated list of critical and key positions
- Potential alternative staffing model(s)
- Competency model updates (as needed)
- 9-box employee evaluation
- Internal talent pool evaluation
- Success profiles for critical/key positions
- Talent profile template
- Implementation plan
- Leadership and department head presentation (as requested)

Work plan development and key assumptions

The project timeline for the completion of the assessment is three to six months, depending on all necessary information being made available promptly and that the necessary participants are available for interviews, focus groups, progress meetings and deliverable reviews, as needed. A start date is assumed to accommodate the TXShare member's proposal review time and contract negotiations. Your proposed project team is available to start at the TXShare member's discretion.

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PROJECT PHASE	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6
Phase 1—Project initiation	■ ■ ■ ■					
Phase 2—Current state assessment		■ ■ ■ ■ ■				
Phase 3— Competency development and talent pool methodology			■ ■ ■ ■ ■ ■ ■ ■			
Phase 4— Implementation plan and advisory*					■ ■ ■ ■ ■ ■ ■ ■	

*Timeline through report delivery. Tasks 4.2 ongoing advisory support may continue after the implementation and summary report delivery.

Throughout the engagement, factors that are beyond the consulting team’s control could impact meeting the schedule. The proposed time frame is contingent upon timely decisions from the TXShare member, the receipt of the data from the participants when requested, and the timely receipt of feedback and comments on submitted deliverables.

Providing Board recruitment and evaluation services

The TXShare member’s leadership creates boards and commissions to serve in advisory, policy, appellate and/or rule-making roles. The TXShare member leadership’s designee administers the appointment process for boards, commissions, and committees.

We understand there can be a need to review the charges and responsibilities of each board and commission to understand its purpose and operations, how demands on staff time relate to staffing capacity, whether there are gaps or overlaps, and how to improve its function and performance. The goal is to ensure that each board or commission has a clear mission and purpose and is optimized for peak performance and to eliminate or consolidate those that have become redundant or outdated.

Based on our experience with similar reviews and our understanding of the needs of the local government organizations, we have prepared the following plan of work.

Activity 1 – Start project

Baker Tilly will meet with the TXShare member and other appropriate staff. During this initial meeting, we will confirm deliverables and due dates to ensure the project is completed on time and within budget and that our proposed scope of work is aligned precisely to meet the TXShare member’s goals.

We understand that the work associated with this type of review is in addition to the organization’s regular work. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the TXShare member and its boards and commissions.

We will provide a data request prior to this meeting and will review the material collected by staff to identify any other data needs.

Activity 2 – Gather information from board and commission members and TXShare member staff

During this activity, Baker Tilly will gather information from members and leaders of the TXShare member boards and commissions, other officials, and relevant stakeholders who work closely with them. Doing so will allow board and commission members and the staff who support them to become engaged and share their perspectives about opportunities to innovate and improve. They will help us learn about responsibilities, mission, staff support, operations, policies, practices and related issues.

TAB D – B. PROPOSED SCOPE OF SERVICES

Review background material. We will review the material requested in Activity 1, such as board and commission rosters, work plans, recent agendas, training documents, enacting resolutions and other documents to formulate an understanding of board and commission operations and prepare for our interviews and surveys.

Conduct interviews. Baker Tilly will interview the TXShare member's leadership and appropriate leaders and staff to learn about board and commission operations and systems, understand different perspectives about strengths and weaknesses, and hear ideas for improving efficiency and effectiveness.

Conduct two board and commission chairs focus groups. We will prepare tools and focus group questions for two focus groups that will include the chairs of each advisory board and commission. Following the focus groups, Baker Tilly will summarize the themes.

At the conclusion of this activity, we will summarize results, develop themes, and identify any additional information gathering we may need to round out our understanding of board and commission operations.

Activity 3 – Conduct analysis

Next, we will examine the results of our data gathering and assess the current state of the TXShare member's boards and commissions. We will apply our knowledge of best practices and conduct our analysis. We expect the analysis to include the following:

- Membership and purpose of each board and commission
- Meeting schedules and work plans
- Staff support
- Budgets
- Gaps and/or overlaps in responsibilities
- Options to streamline and/or consolidate boards and commissions
- Application of best practices
- Other opportunities to increase efficiency and effectiveness

We will prepare a summary of our observations and meet with the TXShare member and their team to review them. This will be an opportunity to discuss what we learned and observed in our analysis and hear feedback about the opportunities for improvement we have identified. This discussion will provide a preview of the issues and recommendations we will address in the project report.

Activity 4 – Report results

Once we have received feedback about the various recommendations and improvement opportunities, we will:

- Facilitate a study session and present background information/research themes. Baker Tilly will prepare a PowerPoint presentation, including themes that emerged through a review of background information and our analysis. We will also present preliminary options to optimize the performance of the TXShare member's advisory boards, commissions and task forces. In the study session, we will invite stakeholders to request clarification and additional information.
- Prepare a draft memorandum that will include our analysis and recommendations for opportunities to improve the structure and work of the TXShare member's boards and commissions. We will present the draft for review and comment. At the conclusion of the review period, we will consider all changes and suggested revisions and prepare the final report.

We take several steps to ensure quality control. The first is to prepare a draft memorandum for the TXShare member leadership to review to ensure that facts are accurate and ideas are presented clearly. Baker Tilly retains responsibility for our professional recommendations, but we expect that vetting the draft memorandum with management improves its utility. Once comments have been received, the final project memorandum will be prepared, peer-reviewed, and then transmitted to the TXShare member.

TAB D – B. PROPOSED SCOPE OF SERVICES

Activity 5 – Support implementation

Baker Tilly reports and resulting recommendations become tools for setting priorities and developing work plans. After completing the project report, we will prepare a draft Implementation Action Plan incorporating each recommendation in the project report. The draft action plan sets forth the steps required for implementation, assigns responsibility for action, and an assigned priority level (immediate, near or long term) for initiating each recommendation.

The action plan is prepared as a draft and becomes final when the action steps are integrated into the appropriate work plan, and actual completion dates are determined. The action plan offers an important management tool for the actual implementation of the work reflected in the project report.

Providing interim executive services

Baker Tilly has excellent contacts and will conduct extensive outreach through listservs, professional networks, LinkedIn, and other avenues to seek interested and qualified individuals for the TXShare member to consider. We have included a tentative timeline as part of our work plan. We will begin as soon as a contract with the TXShare member is in place.

Activity 1 – Begin project setup

Baker Tilly begins each search for an interim by asking the question, “What skills are most important to the organization in this interim period in meeting challenges?” We need to understand both the explicit and implicit standards of the TXShare member organization, to find the right interim professional.

To answer this important question, we will meet with the TXShare member and the hiring manager to understand the organization, the culture and expectations of the elected officials for the interim period, and other important qualities and characteristics essential to success in the position. We want to understand the culture and the strategic goals that the organization has for a new staff member in the role.

Activity 2 – Solicit and screen candidates

Next, we will identify a strategy for identifying potential interim professionals. The strategy will identify target networks and organizations as well as communication methods for reaching outstanding candidates and those who could recommend professionals we should contact for the position. We identify between four and six qualified candidates within seven business days of being authorized to proceed.

Activity 3 – Facilitate the selection process

We will meet with the hiring manager to discuss the candidates recommended for further consideration. During the meeting, we will review the resumes, discuss the results of our preliminary interviews, and determine which 2-3 individuals the TXShare member is interested in inviting for interviews.

We will prepare an interview guide that contains information about each of the candidates to be interviewed. We will be prepared to support the interview process to the extent desired, including sample questions for TXShare member representatives to ask candidates and facilitating the interview process.

Activity 4 – Support candidate selection

To the extent desired we will support the hiring process by, for example, recommending compensation levels, but assume the member organization will hire the Interim directly.

Compensation levels for individuals serving in an interim capacity may vary based on several factors, including the interim's home location, desired on-site commitment, 24-hour on-call service, and current pension and insurance arrangements. We would estimate that this would be equal to 80% of the total compensation of the permanent position, plus or minus approximately 10%.

TAB D – B. PROPOSED SCOPE OF SERVICES

Work plan timeline

We have included a sample timeline as part of our work plan. We will begin as soon as a contract is in place.

ACTIVITY	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5
Activity 1 – Begin project setup					
Activity 2 – Solicit and screen candidates					
Activity 3 – Facilitate the selection process					
Activity 4 – Support candidate selection					

Providing other related consulting services

Providing staffing analysis services

Our team's strength lies in improving service cost-effectiveness and responsiveness in all municipal operations, from key support functions such as HR, finance and information technology to external community-facing operations such as public works, parks and recreation, and public safety. In our role as advisors, we have assisted clients with the following:

- Redesigning organizational structures to increase effectiveness
- Advising on HR strategy
- Updating classification and compensation approaches and frameworks to competitively position organizations for market competitiveness
- Assess and re-engineer processes, including oversight and system access and signing authority, for efficiency improvement and alignment with compliance with state and federal regulation
- Reviewing management frameworks to reduce redundancies
- Training gap analyses to identify needed core competencies and technical skills to build internal pools of candidates or best identify external candidates
- Acting as project managers for enterprise resource planning (ERP) and HR information system (HRIS) selection
- Revise and create new job descriptions and qualifications based on gap assessments of needs

We have firsthand experience guiding organizations to align staffing and workforce models with overall organizational strategy. This includes the full continuum of strategic services (for example, talent management and development, organizational capacity and budget alignment). One critical perspective we have helped many to gain is the appropriate assignment and allocation of roles, responsibilities, reporting lines and process control points by identifying when senior leadership needs to be responsible, accountable, consulted or informed. The assessments we have provided have been critical to determining:

- Strategic visioning and operational alignment
- Division of roles and responsibilities
- Reporting relationships
- Compliance and monitoring approaches
- Workload balancing and resource realignment
- Keys to full realization of system functionality

The project approach provided below is a sample. The documents reviewed, meeting participants, meeting structure, and deliverables will be modified based on the specific project scope of the TXShare members.

TAB D – B. PROPOSED SCOPE OF SERVICES

Phase 1—Project planning and management

This step includes those tasks necessary to solidify a mutual understanding of the project scope, objectives, deliverables, and timing, as well as ensuring that appropriate client and consultant resources are available and well-coordinated.

Confirm scope, objectives and timing

This task includes a planning and coordination meeting with the project sponsors. The following subtasks will be completed:

- **Finalize project design.** The first activities will be to:
 - Identify communication channels and reporting relationships/responsibilities of project staff
 - Assign key responsibilities
 - Review and confirm study timelines
 - Review and confirm products to be delivered, including expectations regarding the form and level of detail

These meeting(s) will also help establish the desired working relationship between the TXShare member organization and the consulting team. This will include day-to-day interactions with the staff responsible for managing services provided under the contract.
- **Review work plan.** The objectives, scope and approach will be reviewed, as well as consultant assignments and specific schedules for the project tasks. We will also prepare “Information Requests” listing key documents to be collected and will identify individuals for interviews.
- **Arrange logistics/administrative support.** Matters to be addressed include schedules for interviews and data collection, workspace and support requirements, specific dates for status reports, contact persons, any remaining contractual matters, etc.

We meet your schedule

We are sensitive to TXShare member’s busy schedules and competing deadlines. We begin every engagement with a mutually agreed-upon timeline. Using that timeline, we develop and commit to a customized client service plan to ensure no surprises along the way. The service plan, when finalized and approved by the TXShare member, serves as a communication and monitoring tool for both of our teams. Other strategies include:

- **Working backward from identified due dates.** Meeting deadlines is our number one priority, and we take significant pride in making sure that there are never any surprises. Baker Tilly recognizes that a surprise-free approach is critical to building trust.
- **Taking an integrated process perspective first, supported by enabling technology,** because we have witnessed the challenges when a project is driven in functional silos or with a sole focus on technology. This includes maintaining the right strategic focus coupled with a practical and pragmatic execution orientation, which enables our team to be action-oriented as needed.
- **Building trust through hands-on experienced manager involvement.** Unlike other large firms, Baker Tilly commits to significant experienced manager involvement in every engagement. Your experienced managers will actively lead the delivery to support responsiveness, resolve challenges and build trust.
- **Flexibility and an ability to “hit the ground running.”** This is critical for supporting the TXShare member organization with various projects. We stand ready to serve them when they need us, where they need us, for as long as they need us. We are here for the TXShare member organizations.
- **Setting a clear plan of action.** Through our client service timeline, we will work to keep the TXShare member informed and updated on any open items and the status of the project at all times.
- **Regular communication with management.** In addition to our formal communication plan, we place emphasis on sharing knowledge of the latest regulatory changes and imparting best practice insight.

TAB D – B. PROPOSED SCOPE OF SERVICES

Develop stakeholder outreach and engagement plan

Based on information developed through the initial kickoff meetings, the Baker Tilly team will draft and review a plan for the engagement and involvement of the project sponsors and other specific stakeholder interests and groups. The engagement plan will list the various internal stakeholder interests and groups, suggest engagement methods for each, identify those accountable for completion of the proposed engagement activities, propose a tentative implementation schedule, and conclude with execution activities.

Review background information

To best use everyone's time, the Baker Tilly team applies its experience, knowledge and skills to review all documentation and perform an initial gap assessment of TXShare member operations prior to any meetings, with a keen eye toward organization-wide goals and values.

In our experience, most assessments do not fail because the processes or technology were not appropriate. Instead, most failures stem from a need for more focus on the human element of the change.

Baker Tilly has proven tools, methods, and skills for assessing and managing the human impact of change associated with enterprise initiatives. We have worked with multiple organizations to integrate change management effectively into their broader program activities.

Prior to all meetings, Baker Tilly will review all documents requested to inform our conversations. Examples of documents requested and reviewed include the following:

- Detailed organizational structure to the lowest level of detail, including authorized, filled, and vacant positions
- Organizational strategic plan and department strategic plans, if available
- Staffing levels by position for the department
- Detailed census showing the employee, position and department full-time equivalents
- Position descriptions and functional assignments
- Listing of key technology systems employed
- List of contracts and external vendors managed
- To the extent available, current workload and workload trend information
- Operating statistics and other information systems reports
- List of services provided by external vendors and additions/changes within the past three years
- Other relevant information

Key activities

- Conduct virtual project kick-off meeting with internal project sponsors
- Develop project schedule and key milestones
- Confirm list of stakeholders and engagement approach
- Identify, schedule and invite participants in collaboration with the project sponsors
- Review documents requested to inform future meetings

Phase 2—Interview facilitation

Conduct department interviews

In this task, we will undertake individual interviews and focus groups with TXShare member department leadership and managers. We will collect detailed data and information regarding service levels, staffing and operations.

TAB D – B. PROPOSED SCOPE OF SERVICES

The interviews may cover such key issues, with a focus on established goals and work plans from the current fiscal year adopted budget, as the following:

- Organizational structure
- Staffing levels
- Duties and responsibilities of staff
- Principal business processes and practices
- Available resources
- Supporting technologies
- Operational strengths and weaknesses
- Issues, constraints, and opportunities to improve business performance
- Internal communications
- Functions currently performed
- Service needs met and unmet (internal and external)

Document initial observations

Using the information gained from prior tasks, the consultant team will analyze information collected and develop a set of initial observations to be discussed with the project sponsors. Findings may focus on opportunities to:

- Restructure department function responsibilities
- Align position responsibilities with department, division priorities
- Identify gaps in programs and services and corresponding staff responsibilities needed to meet strategic goals
- Develop results-based metrics and other performance measures
- Manager and employee feedback of organization initiatives
- Discuss the initial observations with the project sponsor and identify high-priority items for detailed recommendation development
- Alignment of staffing resources with the TXShare member's key strategic priorities

Key activities

- Conduct individual and focus group meetings
- Documentation of initial observations

Phase 3—Future state analysis

In this step, we will critically analyze the organizational staffing structure, staffing levels, and operations of the TXShare member organization.

Analysis and research best practices

- Quantify work performed, overtime hours, gaps in work performed and additional staffing requirements (if applicable)
- Quantify staffing change recommendation financial impact
- Research industry standards from our internal database of best practices, as well as published sources such as the Society for Human Resources, International Public Management Association – Human Resources, and Government Finance Officers Association.

TAB D – B. PROPOSED SCOPE OF SERVICES

Conduct organizational analysis

The detailed analysis phase will form the key part of our review process and recommendations for improvement. These will include specific recommendations for the following as appropriate:

- Workload and staffing:
 - Service level standards
 - General workloads and trends
 - Resource and staff utilization
- Management practices and business processes:
 - Strategic and operational planning
 - Benchmarks and performance measures
 - Application of information technology
 - Application of technology in operations and customer service
 - Adoption of best practices
 - Process improvement opportunities
- Organization analysis:
 - Organization structure
 - Reporting relationships
 - Management/supervisory spans of control
 - Operating policies and procedures

Develop revised staffing structure and levels

The Baker Tilly team, using the organization analysis, document review, and interview results, will develop recommended staffing changes by department, showcasing the recommended changes to the organizational structure of the TXShare member. These charts will show current and future-state assumptions for personnel responsibility changes, recommend new roles, and other structural realignments. The project sponsors will review and discuss these recommended changes shown in the draft organization charts to ensure Baker Tilly has captured the ideal future needs and structure.

Key activities

- Conduct virtual individual and focus group follow-up meetings as needed
- Best practice research
- Ongoing bi-weekly project management meetings

Phase 4—Final report and recommendations

Baker Tilly's consulting team operates under the principle of "no surprises." We make no final recommendations without our client's active involvement and input. While always maintaining our independence and objectivity, we have built-in feedback loops to ensure that we have our facts straight and that both the consulting team and the client understand the ramifications of our recommendations and proposed solutions to identified challenges.

Prepare and issue report

Baker Tilly will prepare a Draft Report to include the consulting team's observations and recommendations. Final report may include:

- Organization staffing change options, including full-time equivalent level recommendations and role/responsibility assignments for positions

TAB D – B. PROPOSED SCOPE OF SERVICES

- Opportunities to improve operations through improved policies and practices
- Assessment of staffing and service delivery performance metrics
- Implementation plan with staffing contingencies

The Draft report includes an implementation action plan that incorporates the report recommendations. The draft Implementation Action Plan is an executable roadmap that details the specific steps needed to accomplish each of the recommendations included in the plan. For implementation to occur in an orderly and effective manner, the action plan will include the following elements:

- Key tasks
- Timeline (start and completion dates)
- Resources needed and currently available
- Staff assigned (including a lead person)
- Milestones

We will present the draft study to the project sponsors and hold a discussion of the draft observations and recommendations.

Key activities

- Issue draft report, inclusive of implementation action plan
- Conduct remote draft report meeting review with project sponsors
- Draft report edits
- Final report issuance
- Ongoing bi-weekly project management meetings

Summary

Our staffing analysis approach is comprehensive in its scope and is grounded in people-centered change for strategic program execution and organization-wide priority alignment. Further, the planning process will be led by highly experienced public sector strategists. We are confident that a careful review of our methodology, our client success stories, and the strength of our professional backgrounds will reveal the Baker Tilly team as your best possible choice in this highly important endeavor.

Co-creating a timeline to meet or beat the TXShare member's deadlines

Following is a sample timeline in months of our customized approach to successfully provide staffing analysis services. During the kickoff phase, we will collaborate with TXShare members to co-develop an agreed-upon service timeline that meets their needs and timing requirements.

PROJECT PHASE	1	2	3	4	5	6	7	9
Phase 1: Project planning and management								
Phase 2: Workshop and interview facilitation								
Phase 3: Future state analysis								
Phase 4: Final report and recommendations								
Project management								

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

TAB E – PROPOSAL PRICING

Value means more than simply checking boxes and meeting your requirements. Value means services that lead to meaningful insights, help improve efficiencies and direct more dollars and resources to achieve TXShare members' objectives.

You should furnish a proposal that specifies a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on fixed unit pricing or a flat percentage discount across the board. Please provide a current suggested list pricing (rate card) for the services that You intend to provide in your proposal.

Delivering a professional executive search fee for TXShare members

We are excited about the opportunity to work with North Central Texas Council of Governments and have prepared the below fee estimate to meet the TXShare member's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-ons or startup charges.

The all-inclusive professional fee includes professional services by the engagement team leader, the project support staff, and all project-related expenses such as advertising, preparation of the recruitment brochure, candidate background, reference and academic verification checks and travel expenses for on-site visits. Baker Tilly is not responsible for candidates' travel expenses to client locations for on-site interviews. Clients generally manage these matters directly with the finalists.

Baker Tilly reviews rates annually to ensure alignment with industry and economic factors. Baker Tilly reserves the right to, once annually, revise its rates to the lower of 3% or the change in the Consumer Price Index (CPI) for the twelve-month period ending with the month preceding such annual anniversary date.

Feel free to direct all questions regarding the professional fee and project-related expenses to Edward Williams via email at edward.williams@bakertilly.com or via phone at +1 (214) 608 6363.

PROPOSED SERVICES	
Phase I	
Task 1 — Candidate profile development/advertising/marketing	
Task 2 — Identify quality candidates	
Phase II	
Task 3 — Screening of applications and submission of recommended semi-finalists to the client	
Task 4 — Reference checks, background checks and academic verifications	
Phase III	
Task 5 — Final process/on-site interviews with finalists	
Conclusion	
Assistance and technical support for total rewards (salary and benefits), employment offer negotiation, offer and acceptance by finalist	
TOTAL ALL-INCLUSIVE FEE*	\$28,950
OPTIONAL SERVICES FOR CONSIDERATION	FEE
At your request, Baker Tilly can conduct a web-based community survey to help your organization identify key issues or priorities that your organization may consider as you	\$1,650

TAB E – PROPOSAL PRICING

launch an executive search. Depending on your needs, we administer the survey, which your residents, community leaders, employees, or designated key stakeholders may complete. Please note that this type of survey may alter the overall project timeline.

On rare occasions, a client desires the delivery of additional search-related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits to your organization by the project team leader. Baker Tilly will bill North Central Texas Council of Governments at an hourly rate of \$300, plus expenses for additional work requested explicitly by your organization outside this project's scope or as described in the proposed scope. Before beginning these services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required before commencing any additional services.

\$300 per hour plus expenses

BAKER TILLY CAN PROVIDE OPTIONAL SERVICES

TXShare members may benefit from the additional services we offer.

Providing our standard hourly rates for other services

We will base services other than executive recruitment on our standard hourly rates. We will provide an estimate in advance of the time and expense necessary to achieve your objectives. Final billings are always evaluated in light of the value delivered. Our standard hourly rates are located below.

STANDARD HOURLY RATES	
Staff level	Hourly rate
Managing Director	\$575
Director	\$475
Manager	\$295
Senior Analyst	\$230
Analyst	\$185

BAKER TILLY'S STANDARD HOURLY RATES

We will base additional services on our standard hourly rates. We will always tell you if the assistance you need is out of scope and only perform additional work with approval.

TAB E – PROPOSAL PRICING

Supporting TXShare members with our value-for-fees approach

We will provide the highest quality service for a fair and reasonable fee. Below is an overview of our value-for-fees approach and how it benefits you.

 <p>A team that works with a similar client base and is ready to lead a smooth recruitment</p>	 <p>Frequent check-ins and timely responses to your inquiries</p>	 <p>Controlled costs through a service approach designed for your organization</p>	 <p>Knowledge retention through a commitment to staff continuity</p>
 <p>High level of experienced manager involvement for a successful recruitment</p>	 <p>Practical, flexible and collaborative approach designed for your unique needs</p>	 <p>Full range of service solutions to grow with your needs</p>	 <p>Use of innovative technology and software tools to support real-time communication and efficiencies</p>

COMMITMENT TO VALUE FOR FEES

TXShare members can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3
SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

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APPENDICES B-D

**APPENDIX B
DEBARMENT CERTIFICATION**

I, Anne Lewis
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Baker Tilly, US, LLP,
(Name of lower tier participant)

nor its principals are presently:

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

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

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

EXCEPTIONS:

Anne Lewis
 Signature of Certifying Official
 Managing Director
 Title
 June 12, 2024
 Date of Certification

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

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

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

Managing Director

Title

Baker Tilly, US, LLP

Agency

June 12, 2024

Date

**APPENDIX D
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

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.

D-1: 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.

Baker Tilly, US, LLP
Name of Organization/Contractor

Anne Lewis June 12, 2024
Signature of Authorized Representative Date

Anne Lewis, Managing Director
Printed/Typed Name and Title of Authorized Representative

Continued on Next Page

-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.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-2: 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.

Baker Tilly, US, LLP
Name of Organization/Contractor

Anne Lewis
Signature of Authorized Representative

Anne Lewis, Managing Director
Printed/Typed Name and Title of Authorized Representative

June 12, 2024
Date

Continued on Next Page

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-3: 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.

Baker Tilly, US, LLP
Name of Organization/Contractor

Anne Lewis
Signature of Authorized Representative

Anne Lewis, Managing Director
Printed/Typed Name and Title of Authorized Representative

June 12, 2024
Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date