



MASTER SERVICES AGREEMENT #2024-002
Audience Engagement and Marketing Strategy Consulting 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

Brunch and Slay, LLC dba B A S Media (“**Contractor**”)
1800 Preston Road
Ste 267-186
Suite 1280
Plano, TX 75093

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Audience Engagement and Marketing Strategy Consulting 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 **#2024-002** (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 #2024-002

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 January 31, 2025 (the "**Term**"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to four (4) additional one (1) year terms through January 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 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 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:

Brunch and Slay, LLC dba B A S Media
1404 Winding Hollow Lane
Plano, TX 75093
Attn: Ameerah Saine
(713) 702-9525
ameerah@brunchandslay.com

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

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

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

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

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

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do

likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

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

- 9.5 **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.
- 9.6 **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.
- 9.7 **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.
- 9.8 **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.

- 9.9 **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.
- 9.10 **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.
- 9.11 **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.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **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.
- 9.14 **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.
- 9.15 **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.
- 9.16 **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.
- 9.17 **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 compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

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

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract 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.

Brunch and Slay, LLC dba B A S Media

North Central Texas Council of Governments

Ameerah Saine 1/25/24
Signature Date

DocuSigned by:
Mike Eastland 1/29/2024
A4E72C1BEE0E426
Signature Date

Ameerah Saine
Printed Name

R. Michael Eastland
Executive Director

CEO
Title

APPENDIX A
Statement of Work

EXHIBIT A

Description of Desired Service Categories for Proposed Pricing

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

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

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

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

I. Audience Awareness and Insights

Audience Identification:

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

II. Social Media Strategy

Social Media Audit and Insights:

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

Content Framework and Channel Strategy:

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

Persona and Engagement Strategy:

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

III. Website Optimization

Website Audit:

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

IV. Media Landscape Research and Recommendations

Media Landscape Determination:

- Research and identify key media platforms.

Media Buying Plan:

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

Analysis and Ideation:

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

V. Campaign Strategy

Campaign Development:

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

VI. Additional Services

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

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

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

Contractor indicates the ability to provide the following Services under this Agreement:

Tab D:

Technical Proposal

In this proposal, we have included our detailed strategies for brand development, audience engagement, and social media strategy and planning.



Audience engagement and marketing consulting is not something that we occasionally dabble in. For many years, B A S Media has worked with numerous government agencies at all budget levels and stages in the life cycle.

Creating Brand Relevance in Today's Climate

Our approach to transforming outstanding data and information into outstanding content is a collaborative one that extracts a simple yet powerful narrative, and then unleashes all of the touchpoints around it to maximize appeal in the marketplace.

Today's climate of constant staff change, pressures to provide increasingly larger returns, and threats from algorithm changes means the pressure to be all things to all people can unnecessarily confuse a brand's voice.

Its greatest effect has been in creating weak content that fails to rise above it all. It manifests in "copy-cat" marketing where too many brands are emulating or repeating their competition's messages. With so much noise out there, it's extremely difficult to make an impression on your ideal avatar when you're repeating someone else's creative message.

No brand today can remain pure for very long without constant attention and obsessive management for the long haul. Your brand's social media presence will become obsolete with remarkable speed if not heavily managed.

It only requires a paradigm shift away from "corporate think" to an environment that empowers individuals both within and outside the organization to jealously guard and promote the long-term health of the brand.

True, it's a complex environment to do business in today, but high-performing brands are those in shape for the journey. Why? Because they've made themselves easy to comprehend, easy to talk about, memorable, and, above all, uncommon.

In the same sense that perfection is achieved, not when there is nothing more to add but when there is nothing left to take away, a memorable brand is powerful in its simplicity.

PAST PROJECTS WE HAVE WORKED ON LIKE THIS

We have provided three case studies that reflect work we've done over the last three years. All of the shared projects involved significant research efforts, social media campaign development, and campaign strategy with strong ROIs.

They include:

- EpicCentral, Grand Prairie Parks & Recreation's Entertainment District
- C.E.C. Entertainment, Chuck E. Cheese-Ghost Kitchen Pasqually's Pizza
- Black Coffee

Approach and Methodology: Driving Your Brand to Success

At B A S Media, we are driven by a passion for elevating brands and achieving remarkable results. To propel the NCTCOG's TXShare Program toward its goals, we present an approach and methodology that will unleash your full potential:

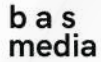
- **Unveiling the True Brand Perception:** We will embark on an immersive journey to uncover the current brand perception and market positioning of the TXShare Program. Through meticulous research and analysis, we will identify the strengths and opportunities that will serve as the foundation for our strategic endeavors.
- **Collaborative Partnership:** Our success lies in the power of collaboration. We will work closely with the TXShare team, valuing your insights and expertise. Together, we will refine and enhance the brand vision, fostering a shared understanding that forms the bedrock of our strategic marketing initiatives.
- **Crafting a Visionary Marketing Plan:** Armed with our collective insights, we will craft a strategic marketing plan. Our approach will seamlessly integrate traditional and digital marketing channels to amplify your brand's reach, captivate audiences, and cultivate lasting connections.
- **Harnessing the Power of Data:** In today's dynamic landscape, data is the compass that guides us to success. We will harness the power of data-driven insights to inform our decision-making process and create captivating content that resonates with your target audience. From brochures, and backdrops to posters, commercials to social media campaigns, every touchpoint will be carefully crafted to leave an indelible impression.
- **Unleashing Continuous Optimization:** Our commitment to excellence knows no bounds. We will monitor and analyze the performance of our marketing campaigns, leveraging real-time data to refine our strategies and optimize results. By staying agile and adaptable, we ensure that your brand remains at the forefront of innovation and ahead of the competition.

With our visionary approach and proven methodology, we are poised to transform the TXShare brand into an influential force that commands attention and ignites passion.

OVERALL PROCESS

FOR BRAND DEVELOPMENT





Approach and Methodology: Driving Your Brand to Success

Outlined below is a step-by-step “to task” process for getting a brand strategy in place that builds a compelling narrative for TXShare in its pursuit to boost regional, business, and residential traffic. To do this, we will use our branding process, which is based on three principles:

- Powerful brands are built by communicating a compelling brand idea consistently over time and through all the brand’s touchpoints.
- This consistency must stem from conviction and clarity about the brand promise throughout the organization.
- Though powerful brands must be singular in focus, they must also be multidimensional and dynamic.

Our proposal is comprised of five steps:

<p>IMAGE & POSITIONING ASSESSMENT Step 1: Brand Audit</p>	<p>POSITIONING DEVELOPMENT Step 2: Brand Strategy and Marketing Plan Development Step 3: Develop Creative & Social Media Strategy plan Step 4: Develop advertising/media budget</p>	<p>CREATIVE DEVELOPMENT Step 5: Develop graphic designs, videography, and photography and other necessary creative</p>
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We recommend conducting a thorough brand audit before conducting any primary research. To be fully prepared to make marketing decisions, we need to develop a deep and insightful understanding of these distinct perspectives on the NCTCOG: The City, the Category, and the Customer.

PERSPECTIVE : We'll first need an understanding of the program's strengths, weaknesses, core values, opportunities, and challenges. We will begin with a meeting with your designated brand leadership team to orient us about key features and benefits. Next, we'll digest existing research/data provided by the NCTCOG and use that information to further explore the insider's perspective. This will involve one-on-one interviews and roundtable/ townhall-like discussions with the various stakeholder groups. We anticipate leading up to 10 one-on-one interviews and 1-2 roundtable/town hall-like discussions with leadership.

These interviews illuminate how brand stakeholders view your brand now and envision the future, thus helping establish an understanding of consistency for the branding workshop. The interviews are reported anonymously and in aggregate to share salient themes within the organization while providing a safe environment to ensure candid and thorough answers.

Throughout these interviews, we are also vetting a variety of positioning territories that we feel merit consideration. We do this to gain important feedback for Step 2: Develop a Brand Strategy and Marketing Plan from those most familiar with this program and this project. We also use it to prepare ourselves for subsequent research.

COMPETITOR PERSPECTIVE

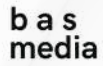
Next, we'll conduct a secondary research audit to better understand competitor dynamics, including the state of the industry and forecasts for future opportunities. For this process, we are not assuming a census of all competing entities, as that would be cost prohibitive. Instead, we are examining the top five or so competitors to gain a perspective on how we measure up.

CUSTOMER PERSPECTIVE

To gain insight into the minds of our target audience, we start by thoroughly reviewing existing customer research. With this background and understanding, we can identify areas where more learning would be required to paint a clearer picture of our target's behaviors, attitudes, beliefs, and motivations.

We'll supplement your existing customer research with a short online survey among current customers and supporters of local businesses and those in the NCTCOG database. This brief survey is intended to engage the customers of TXShare and have them weigh in with their perceptions. This survey will consist of a short questionnaire (likely in the 10-minute range) and focus on perceived strengths and weaknesses, image/personality of the program, and importance versus delivery of key features and benefits of the program.

Following this work, we will make a presentation to designated leadership on the information we've collected.



STEP 1

Brand Audit Deliverable – Comprehensive presentation summary reporting on the key learning from 10 stakeholder interviews, 1-2 roundtable/town hall-like discussions, and survey of customers in an available database.



STEP 2

Brand Strategy and Marketing Plan Development

Using the information gathered in Step 1: Brand Audit, we will next develop a brand strategy and marketing plan. The strategy will be created to put forward our best thinking, facilitating decision-making, and vet an awareness and attitude that aligns with the overall marketing goals of NCTCOG.



STEP 3

Develop Creative & Social Media Strategy plan

We will design and create assets using existing and new collateral. The collateral will be used to establish valuations based on metrics such as amount of exposure it has received to date, views, engagement, etc.

The estimated longevity of existing content and collateral will be identified by detailing benefits outlining each asset's value, as well as how it will be repurposed and optimized.

Our strategy will focus on **increasing brand awareness, educating the public of new features, and increasing business awareness.**

How will we do it?

We will use a value-based approach providing a practical, logical, organic-driven and paid engagement. This approach will establish connections and ultimately a solid brand value, which will create a bank of insight that we will leverage to better inform customers and enhance their decision making.

In addition to the multi-platform development, our team will create marketing tools such as animated graphics, video, and infographics to best present the TXShare Program. These materials will be made with input and final approval from stakeholders before public distribution.

We will then attend all communication meetings to maintain an accurate account of your existing publishing schedule, editorial calendar, and review your current social media data.



STEP 4

Develop advertising/media budget

We believe a mix of offline and online media will build the awareness needed to drive brand awareness. Broad reach alone cannot do the job. Customized, branded content coupled with dynamic messaging, key targeting and the help of micro-influencers will make sure your media dollars have an epic impact.



STEP 5

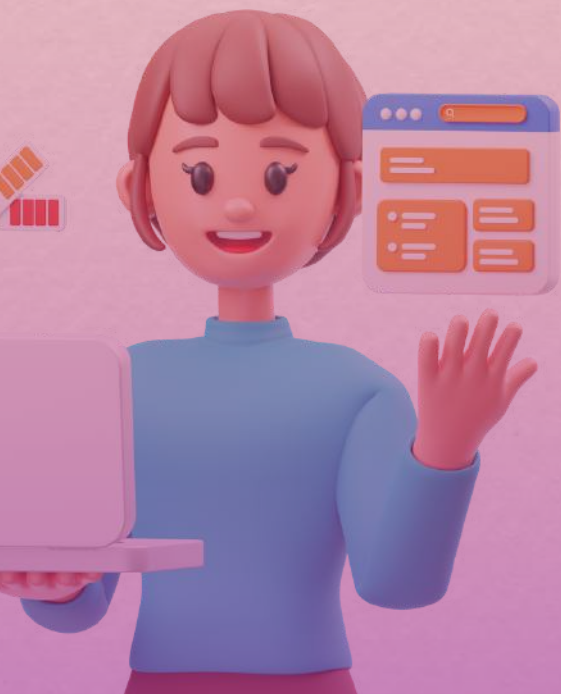
Develop graphic designs, videography, and photography and other necessary creative

Once the marketing strategy is approved, the agency will develop graphics, and creative upon request. We will use the information gathered in the previous steps to identify, messaging tone, and graphic standards in ensuring that the brand stays intact, and that subsequent advertising and collateral materials can be created seamlessly.



OVERALL PROCESS

FOR SOCIAL MEDIA CAMPAIGN DEVELOPMENT





OVERALL PROCESS FOR SOCIAL MEDIA CAMPAIGN DEVELOPMENT

Outlined below is a step-by-step “to task” process for getting a social media campaign strategy in place that builds a compelling narrative for NCTCOG’s TXShare Program in its pursuit of increasing audience engagement and producing compelling and complementary content across various social media platforms.

We never approach such strategic projects as one-dimensional exercises sprinkled with random follower insights. Rather, we use our proven process, which is based on three principles:

- Powerful brands work best when accompanied by a compelling digital presence that is
- consistently tuned-in and connects with your followers often and through all the brand’s touchpoints.
- This consistency must stem from conviction and clarity about the brand’s goals throughout the organization.
- Though powerful brands must be singular in focus, they must also be multidimensional and dynamic.

Our proposal is comprised of three steps and possibly three additional "contingency steps" depending on the learning from Step 1: Social Media Audit and the needs of TXShare.

SOCIAL MEDIA POSITIONING & CAMPAIGN DEVELOPMENT

Step 1: Brand Audit

Positioning

STRATEGY DEVELOPMENT

Step 2: Content Vision

Positioning

Defined Virtual Brand Personality

CONTENT CREATION

Step 3: Tagline and Usage with Logo

Brand Style Guide

CONTINGENCY STEPS (OPTIONAL)

Positioning Validation Research

Renaming and Naming Architecture

Logo Refresh

Step 1: Audit

We recommend conducting a thorough social media audit before conducting any primary research or campaign recommendations. To be fully prepared to make content decisions, we need to develop a deep and insightful understanding of the distinct perspectives on the TXShare brand: The Organization, the Category, and the Customer.

PERSPECTIVE

We'll first need an understanding of TXShare's strengths, weaknesses, core values, opportunities, and challenges. We will begin with a meeting led by your designated brand leadership team to orient us about its key features and benefits. Next, we'll digest existing research/data provided by the NCTCOG and use that learning to further explore the insider's perspective. This may involve a series of one-on-one interviews and roundtable/ townhall-like discussions with the various stakeholder groups.

We anticipate leading up to five one-on-one interviews and one roundtable/town hall-like discussion with TXShare leadership. These interviews illuminate how brand stakeholders view TXShare now and what they envision for the future, thus helping establish an understanding of consistency for the meeting.

Social Media Audit

We will create a channel role document that describes how each social media channel contributes to your customer experience in this planning process. Each customer is at a different buying stage by platform, from Facebook to Twitter.

We will prioritize each platform and align TXShare's messaging strategy accordingly. Each channel will be distinct but designed to complement each of the other platforms to ultimately educate about the offerings and raise TXShare's profile in the customer's mind.

Various metrics will be evaluated, including:

- Review analytics by social media channel
- Consolidate social media links, profiles, videos, photos, and reviews
- Define brand goals
- Prioritize brand objectives
- Establish relevant governance practices and guidelines
- Define activities
- Set relevant measures
- Evaluate social media bios

Positioning

Using the information gathered in Step 1: Social Media Channel Audit, we will next develop and solidify positioning and avatar definitions. The positioning ideas and avatar definition will help us to facilitate decision-making and define content strategy.

Each defined position and avatar will consist of an overall description of the target buying group (attitudinally, not demographically), a most compelling benefit, key personality traits, and user affiliation.

Within each concept, we will show how the proof points/brand pillars will vary based on the various target audiences (i.e. community vs. tourism). We will also develop a loose "mood board" for each of these positions and avatar that capture the visual and verbal sentiment and their reasoning for following and supporting your social media channels.

It is assumed the research would/could include:

- Organizational needs and perceptions.
- Competitive landscape (awareness, usage, consideration, experiences, perceptions).
- Identification of most compelling content, hashtags, and keywords.
- Identification of the organization's most compelling features/offerings/attractions.
- Development of content categories and identification of target audience.

We will review primary and secondary factors and determine which messaging approaches most overcome specific barriers. A number of other analyses will be run to help identify opportunity in other categories:

- Derived importance to identify key category drivers.
- Engagement analysis to determine which attributes are “owned” by which brands and which areas are not currently claimed.
- Analysis to identify differences between important drivers and brand perceptions.

Here, we would be vetting various features and benefits of the EAA, measuring both the importance of each attribute and the perceived accuracy of each attribute describing the organization.

Step 2: Strategy Development

B A S Media will use the information gathered from the previous step to prepare a comprehensive strategy plan using key audit findings, alternative positioning, and research as a backdrop for the final recommendations. The findings will be used to create and define the various elements of your content strategy. Internally, we will discuss numerous options, then narrow/refine the selection of content alternatives and goals to the top three for campaign development. B A S Media will first present a detailed overview of the key insights gathered during the previous phases. Then, our social media team will moderate and participate in a brainstorming with a select group of stakeholders (no more than 8-10 is optimal) to discuss the defined strategies for The TXShare Program:

CONTENT VISION

At the core of any strong campaign is a clear brand vision that defines your long-term strategic direction. Great visions are simple, compelling, and crystal clear. Done correctly, they drive everything a brand will do, from marketing to employee training to cultural event planning to resource allocation.

POSITIONING

This will clarify how we want the various target audiences to think about TXShare and how we plan to differentiate it in the marketplace through social media. With the positioning identified, we will articulate the avatars (those ideal prospects we want to draw into the brand), the competitive content, and the most compelling and beneficial topics.

DEFINED VIRTUAL BRAND PERSONALITY

This provides important guardrails for TXShare's brand voice. It represents the set of human traits we want followers and TXShare employees to associate with the brand and its social media channels. A likable personality will be required to establish an emotional connection between the brand and its followers. The defined virtual brand personality becomes a strategic cornerstone that is reinforced with each touchpoint, from every piece of digital collateral to every social media channel. It provides a consistent lens through which to judge communications, helping you identify who you are, what you say, and how you say it.

Step 3: Content Creation

We will create and define your social media presence through showcasing location, education, building virtual connections and sharing the key talking points, goals and initiatives gathered from TXShare stakeholders during Step 1: Comprehensive Strategy Plan. We will use key audit findings, alternative positioning, and research as a backdrop for monthly recommendations provided in a detailed brief.

Our initial content plan will use high-level goals and metrics established during the previous steps to maximize TXShare's organic social media presence. This twelve-month strategy plan is curated with the goal of growing your audience, building brand awareness, fine-tuning your digital presence, and defining the program's voice across social media.

We do this by creating the necessary content map for upcoming campaigns, promotions, events, holidays, etc. We will identify posting cadence and what content your ideal avatar prefers.

Content creation deliverables:

- Preparation of a monthly content calendar
- Content calendars will be presented one month in advance to ensure alignment and approval for the TXShare social media management team
- Bi-monthly hashtag discovery
- Bi-monthly keyword discovery
- Captions for all posts to include SEO-optimized keyword for optimal post performance
- Share researched and recommended posting cadence
- Transfer of all content monthly to the automation platform of your choice (if you do not have one, B A S Media will provide you with recommendations)*
- Two Facebook posts per week
- Two Instagram posts per week
- Two Twitter posts per week
- Two LinkedIn posts per week
- Content production, planning, and management of all production shoots
- Work closely with NCTCOG and TXShare staff to ensure factual, creative, brand continuity, and mission-driven content is uniform across all social channels

To illustrate, sample production and content brief review the graphics below:

Content Delivery and Planning:

Prompt Brief examples



epiccentral
Facebook
March Prompts

	Prompts	Posting date	
1	Loop 9 opening announcement	3/1	<input type="checkbox"/>
2	The Epic (now open on Sundays)	3/3	<input type="checkbox"/>
3	3 Soft Opening (March 8 -9)	3/7	<input type="checkbox"/>
4	EpicWaters (event announcement)	3/9	<input type="checkbox"/>
5	Gallery 2960 (current exhibit)	3/11	<input type="checkbox"/>
6	EpicTrails (informative post)	3/13	<input type="checkbox"/>
7	CNP Event posts	3/15	<input type="checkbox"/>
8	YouTube promo (promote channel and current video)	3/17	<input type="checkbox"/>
9	Loop 9 (now open)	3/19	<input type="checkbox"/>
10	The Epic workouts (membership)	3/20	<input type="checkbox"/>
11	Bolder (informative post)	3/22	<input type="checkbox"/>
12	The Bridge (informative post)	3/24	<input type="checkbox"/>
13	PlayGrand (informative post)	3/27	<input type="checkbox"/>
14	Record at The Epic (informative post)	3/29	<input type="checkbox"/>
15	The Epic Membership (informative post)	3/31	<input type="checkbox"/>

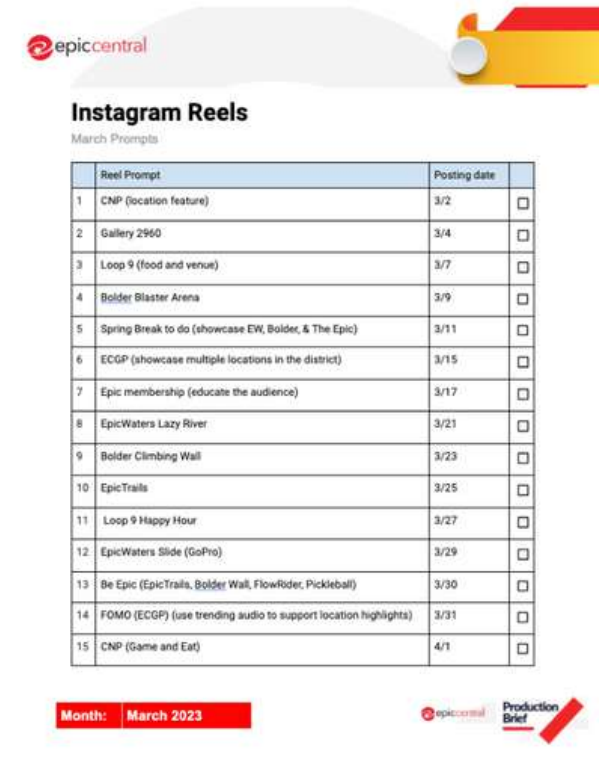
Month: **March 2023** 



epiccentral
Instagram
March Prompts


	Prompts	Posting date	
1	Loop 9 (opening soon)	3/1	<input type="checkbox"/>
2	ECGP soft opening (event announcement)	3/3	<input type="checkbox"/>
3	EpicTrails (informative post)	3/6	<input type="checkbox"/>
4	Bolder (informative post)	3/8	<input type="checkbox"/>
5	Gallery 2960 (current exhibit showcase)	3/10	<input type="checkbox"/>
6	EpicWaters (event announcement)	3/12	<input type="checkbox"/>
7	Loop 9 (now open)	3/14	<input type="checkbox"/>
8	CNP-Vendor Market	3/16	<input type="checkbox"/>
9	The Epic open on Sundays now	3/18	<input type="checkbox"/>
10	The Epic (workouts, informative post)	3/20	<input type="checkbox"/>
11	The Epic membership (informative post)	3/22	<input type="checkbox"/>
12	The Bridge (informative post)	3/24	<input type="checkbox"/>
13	PlayGrand (informative post)	3/28	<input type="checkbox"/>
14	Record at The Epic (informative post)	3/30	<input type="checkbox"/>
15	YouTube promo (promote channel and current video)	3/31	<input type="checkbox"/>

Month: **March 2023** 



epiccentral
Instagram Reels
March Prompts

	Reel Prompt	Posting date	
1	CNP (location feature)	3/2	<input type="checkbox"/>
2	Gallery 2960	3/4	<input type="checkbox"/>
3	Loop 9 (food and venue)	3/7	<input type="checkbox"/>
4	Bolder Blaster Arena	3/9	<input type="checkbox"/>
5	Spring Break to do (showcase EW, Bolder, & The Epic)	3/11	<input type="checkbox"/>
6	ECGP (showcase multiple locations in the district)	3/15	<input type="checkbox"/>
7	Epic membership (educate the audience)	3/17	<input type="checkbox"/>
8	EpicWaters Lazy River	3/21	<input type="checkbox"/>
9	Bolder Climbing Wall	3/23	<input type="checkbox"/>
10	EpicTrails	3/25	<input type="checkbox"/>
11	Loop 9 Happy Hour	3/27	<input type="checkbox"/>
12	EpicWaters Slide (GoPro)	3/29	<input type="checkbox"/>
13	Be Epic (EpicTrails, Bolder Wall, FlowRider, Pickleball)	3/30	<input type="checkbox"/>
14	FOMO (ECGP) (use trending audio to support location highlights)	3/31	<input type="checkbox"/>
15	CNP (Game and Eat)	4/1	<input type="checkbox"/>

Month: **March 2023** 

***Each month, BASM will provide the TXShare staff with a detailed platform-specific brief detailing the recommended posts. This brief will include theme, posting dates, and any other relevant information.**

Content Production:

***Upon proposed-prompt approval, BASM will manage, plan, and execute a monthly or quarterly shoot to ensure brand consistency.**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26 4 Published	27 7 Published	28 9 Published	1 11 Published	2 9 Published	3 2 Published	4 3 Published
5 6 Published	6 7 Published	7 4 Published	8 10 Published	9 3 Published	10 1 Published	11 2 Published
12 4 Published	13 7 Published	14 7 Published	15 10 Published	16 7 Published	17 6 Published	18 3 Published
19 6 Published	20 5 Published	21 7 Published 6 Scheduled	22 11 Scheduled	23 6 Scheduled	24 5 Scheduled	25 3 Scheduled
26 1 Scheduled	27 1 Scheduled	28 1 Scheduled	29 1 Scheduled	30 1 Scheduled 2 Drafts	31 1 Scheduled	1

***Post production, BASM will craft captions, delegate images, and upload captions and all graphic collateral to the automation platform of your choice. The EAA will then review, approve, or request edits via the automation platform. (HootSuite, SproutSocial, Metricool, etc.)**

Performance Reporting:

Keywords

These keywords were incorporated when possible while creating captions across all ECGP social media platforms for the month of December.

- Brand Phrase TX
- Fish restaurants in Dallas
- New restaurants in Dallas
- Best new restaurants in Dallas
- Cold water wells in Dallas
- Brand restaurants in Dallas
- Cake restaurants in Dallas
- Best date night restaurants in Dallas
- High end restaurants in Dallas
- Plaque restaurants in Dallas
- Best lunch spots in Dallas
- Restaurants near downtown
- Fun restaurants in Dallas for families
- Restaurants in Grand Prairie
- Best family restaurants in Dallas
- Local restaurants Dallas
- Date restaurants Dallas
- Instagrammable restaurants Dallas
- Food truck in Dallas
- Wed restaurants in Dallas
- Art Center Dallas
- Art Center development
- Art Center park
- Fun restaurants in Dallas for adults
- Fun restaurants in Dallas for families
- Restaurants in Grand Prairie
- Best family restaurants in Dallas
- Local restaurants Dallas
- Date restaurants Dallas
- Instagrammable restaurants Dallas
- Food truck in Dallas
- Wed restaurants in Dallas
- Art Center Dallas
- Art Center development
- Art Center park
- Fun restaurants in Dallas for adults
- Fun restaurants in Dallas for families
- Restaurants in Grand Prairie
- Best family restaurants in Dallas
- Local restaurants Dallas
- Date restaurants Dallas
- Instagrammable restaurants Dallas
- Food truck in Dallas
- Wed restaurants in Dallas
- Art Center Dallas
- Art Center development
- Art Center park

Facebook: January 2023

Reach

907K
+ 164.1K (18.3%)

508 ↑
Avg. reach per post

Impressions

888K
+ 162.3K (18.3%)

8855 ↑
Impressions

Audience Growth

32%
+ 18.2K (18.3%)

2275 ↑
Followers

Likes

294
+ 18.2K (18.3%)

2164 ↑
Likes

Post performance

Top post

1/2 Love
1/2 Love
1/20 Gallery 2940
1/5 CentralEx
1/31 Boston

- Reactions
- Comments
- Shares
- Clicks
- Impressions
- Reach
- Engagement

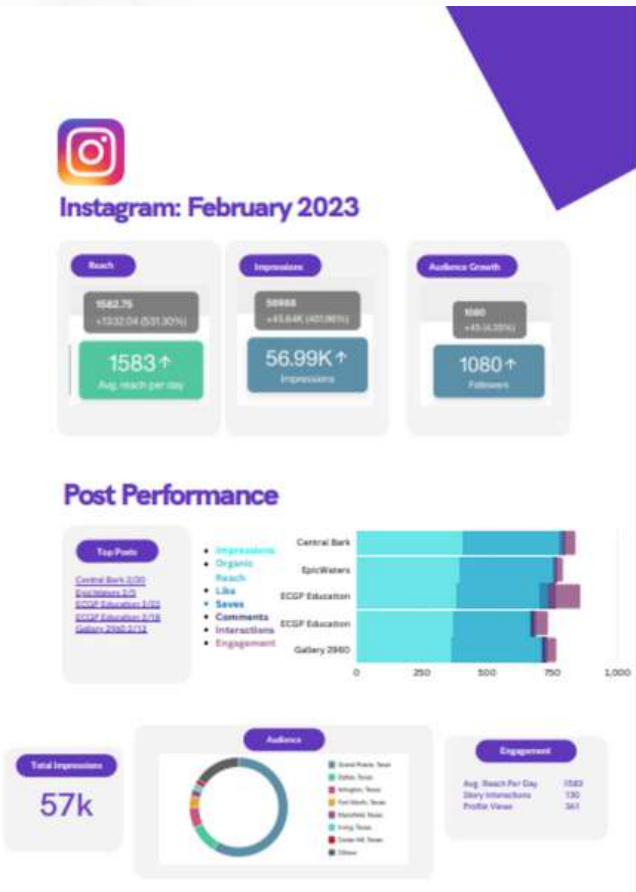
Total Impressions

8.8k

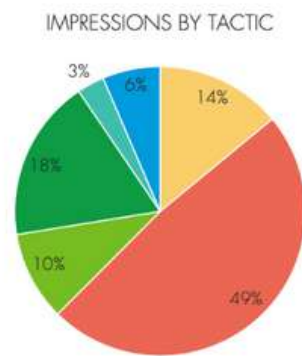
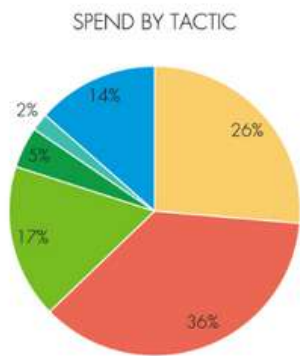
Audience

Engagement

Daily Likes: 2.2
Actions Per Post: 3.5
Daily Page Views: 20



Ad Reporting Examples:



- Digital Video
- Paid Social
- Streaming Audio
- Digital Display (Prospecting)
- Digital Display (Retargeting)
- Print

FLOW THROUGH ANALYSIS

	Original Net Media Spend	Print Net Media Spend	Total Net Media Spend	DMA Media Spend	DMA Sales Order	Weekly AOV \$/M25-34	Weekly ACV Rank	6 WEEK			6 WEEK			BASM Chicken Fajita Projection
								\$/M25-34	% Lift Payback Media	ROI	\$/M25-34	% Lift Payback Media	ROI	
TRK 1														
DFW	\$ 81,034	\$ 13,613	\$ 94,717	23.0%	23.4%	\$ 52,409	6	\$ 877.04	3.47%	3.9%	\$ 194.47	1.33%	2.2%	3.2%
NY/NJ	\$ 33,000	-	\$ 33,000	2.7%	5.0%	\$ 38,893	1	\$ 895.09	3.18%	2.4%	\$ 133.33	0.78%	1.8%	2.7%
Philly	\$ 18,000	-	\$ 18,000	2.5%	6.0%	\$ 24,503	2	\$ 365.00	3.09%	2.7%	\$ 465.67	0.72%	1.4%	2.7%
TX - Excl DFW	\$ 18,000	-	\$ 18,000	5.4%	8.1%	\$ 34,521	5	\$ 560.00	0.54%	1.8%	\$ 333.33	0.61%	1.2%	2.5%
TRK 2														
UT/IL/IN	\$ 6,844	\$ 2,282	\$ 9,126	2.8%	3.2%	\$ 48,338	8	\$ 548.63	3.11%	2.0%	\$ 384.62	0.75%	1.2%	2.7%
DC/Baltimore	\$ 28,200	-	\$ 28,200	3.8%	4.8%	\$ 48,717	7	\$ 675.00	3.08%	2.6%	\$ 400.00	0.92%	1.8%	2.4%
Grand Rapids	\$ 5,000	-	\$ 5,000	3.0%	3.8%	\$ 16,867	3	\$ 595.00	0.90%	1.8%	\$ 133.33	0.62%	1.2%	2.7%
North Highland	\$ 25,000	-	\$ 25,000	5.1%	5.0%	\$ 33,056	4	\$ 650.00	3.18%	2.4%	\$ 433.33	0.79%	1.8%	2.6%
TRK 3														
Atlanta	\$ 11,000	\$ 2,435	\$ 13,435	4.3%	5.7%	\$ 36,363	18	\$ 569.79	3.35%	3.3%	\$ 179.86	2.01%	2.0%	1.8%
AZ	\$ 25,400	-	\$ 25,400	3.4%	2.8%	\$ 49,414	22	\$ 650.00	3.50%	3.0%	\$ 433.33	1.85%	3.2%	2.8%
Denver	\$ 9,700	\$ 3,548	\$ 13,248	4.3%	5.7%	\$ 38,540	15	\$ 612.40	1.69%	3.9%	\$ 434.93	1.33%	2.7%	2.7%
Delaware	\$ 3,800	\$ 2,050	\$ 5,850	1.8%	3.1%	\$ 47,475	8	\$ 725.63	3.54%	3.1%	\$ 462.79	2.01%	2.3%	2.8%
Indy	\$ 4,000	\$ 2,898	\$ 6,898	1.9%	2.1%	\$ 42,727	12	\$ 343.29	3.70%	3.6%	\$ 434.22	1.50%	2.4%	2.9%
NC	\$ 5,000	\$ 1,000	\$ 6,000	3.3%	2.6%	\$ 30,791	19	\$ 476.88	3.30%	2.6%	\$ 317.92	0.86%	1.7%	2.2%
TRK 4														
Mid-Ohio	\$ 11,000	\$ 9,183	\$ 20,183	7.2%	8.9%	\$ 39,518	13	\$ 434.65	1.68%	2.2%	\$ 384.65	0.72%	1.4%	2.0%
MI/WI	\$ 4,000	-	\$ 4,000	1.8%	2.7%	\$ 22,863	20	\$ 292.00	0.70%	1.7%	\$ 366.67	0.51%	1.0%	1.8%
SD	\$ 7,000	\$ 6,087	\$ 13,087	2.6%	4.9%	\$ 44,262	11	\$ 289.82	0.89%	1.4%	\$ 232.50	0.46%	0.9%	2.0%
NEC	\$ 3,000	-	\$ 3,000	1.0%	1.9%	\$ 17,699	16	\$ 210.00	0.65%	1.9%	\$ 305.67	0.61%	0.9%	1.8%
Chattanooga	\$ 4,000	-	\$ 4,000	1.3%	2.0%	\$ 38,435	14	\$ 210.00	0.61%	1.3%	\$ 305.67	0.43%	0.8%	1.8%
OKC	\$ 5,000	\$ 2,488	\$ 7,488	2.4%	3.0%	\$ 36,363	17	\$ 370.43	0.69%	2.0%	\$ 346.93	0.67%	1.3%	1.7%
								\$ 593.88	1.88%	2.1%	\$ 398.48	0.84%	1.7%	

*BASM will provide a monthly report which will reflect:

- Ad spending
- Analytics
- Summaries
- Recommendations
- Receipts and ad spending projections

Portfolio



Company Profile

EpicCentral is a 172-acre entertainment district located in the heart of the Dallas-Fort Worth Metroplex off George W. Bush Tollway (Highway 161). Reflecting innovation and community investment, EpicCentral is home to the Grand Prairie Public Safety Building, EpicWaters Indoor Waterpark, the Summit Recreation Center for adults 50 and over, The Epic, Play Grand Adventures—an all-inclusive playground, dining, and entertainment venue.

Amenities include five lakes, a grand lawn, a boardwalk, and paid sites for future retail opportunities.

Project Objective

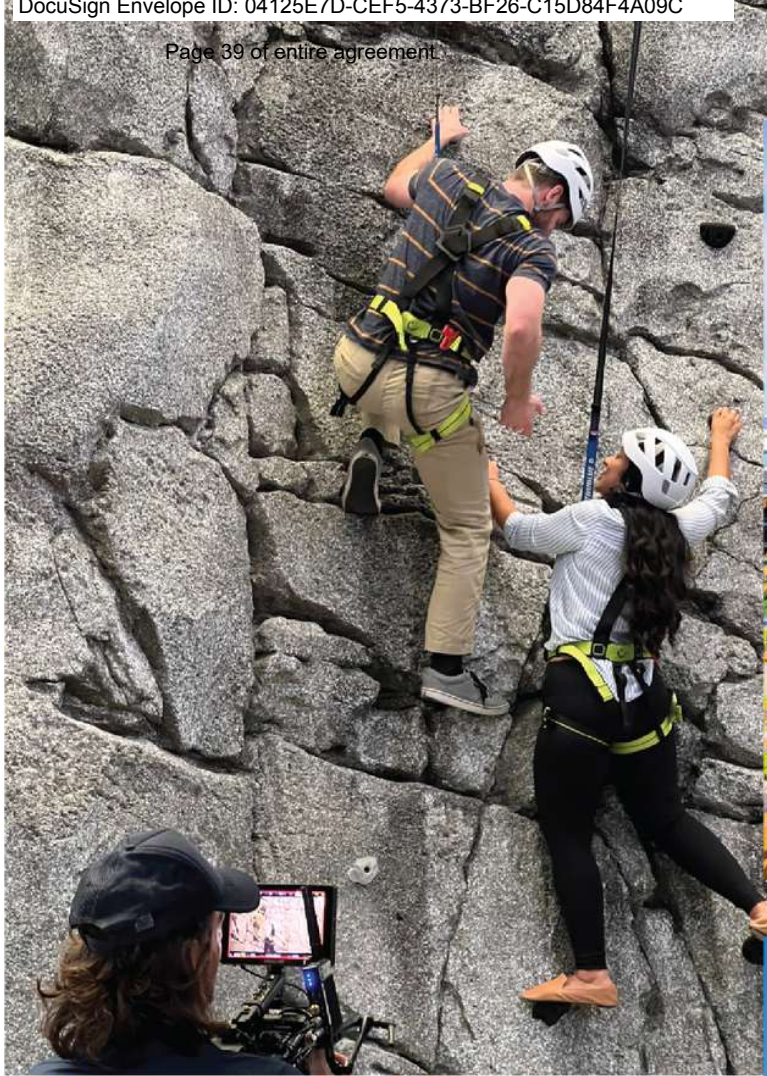
In 2021, B A S Media partnered with PYRO to create a new brand strategy and story for EpicCentral's brand vision, brand positioning, brand personality, and brand affiliation to target their audience as they strive to be a Top 5 destination in DFW.

Challenges

EpicCentral offers something for everyone: from an indoor waterpark nominated for Best Waterpark for Families in DFW Child's Best for Families Reader Survey, to arts and recreation, it's worthy of being on anyone's bucket list.

Some of the challenges they were facing included:

- Identifying customer segment personas
- Lack of new brand strategy concepts
- Prioritizing features to identify the greatest draws
- Identifying the most persuasive brand strategy





B A S Media and PYRO developed an experience-led strategy using what makes EpicCentral unique. We did this by delving deep under the skin of EpicCentral, immersing ourselves in the lives of the people and culture.

The EpicCentral brand strategy started with:

- Logo Refinement—We incorporated creative ideas for color and icon exploration.
- Image Assessment Research—We coded, documented, and launched our resident survey, then added it to the questionnaire.
- Brand Activation Workshop—We had a day-long workshop with key stakeholders and fine-tuned the brand messaging and personality.
- Tagline Review—To make EpicCentral's tagline more memorable and appealing, we adapted it to follow different style rules that gave it an independent identity from EpicCentral's logo.

This formed the basis of our strategic storytelling for EpicCentral and positioning as an experience-first destination.

Together, we went the extra mile to understand the place better. Because of this, we were able to build a strategy and brand story for EpicCentral that not only reflected the desires of future travelers but also resonated with the EpicCentral community itself.

Consistency, conviction, and connection led to the development of a brand strategy that helped uncover common ground among its visitors and instill an emotional connection to Texas and beyond. B A S Media and PYRO achieved this by focusing on distinct talking points.

We wanted the message to target the essence of a traveler's dream: **unbelievable attractions, and unforgettable memories, unlike anything out there.**

photography standards

In our photography, we always show a diverse cross-section of guests engaging in fun activities. Shots are designed to capture expressions of joy – especially those that happen in during moments of connection with family and friends.

Our images should feel like they are moving, even though they are static. Colors should be bright and fairly saturated. Night scenes should be well-lit so colors (and people's expressions) can pop.



social



video



Yousab are FPO

digital display



Headlines and red graphics would animate into place over still images.

swag



letterhead & business card



outdoor

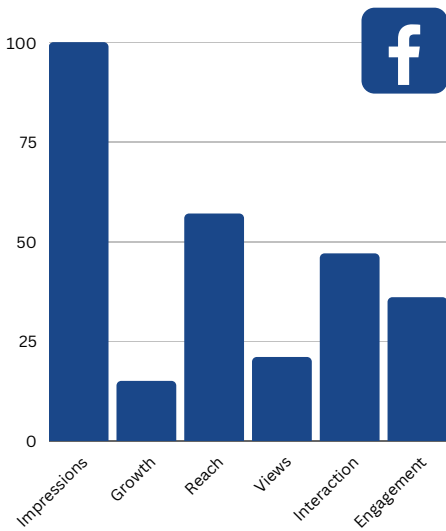


Facebook

Facebook data over five-month period since we took over:

1. Increased Impressions by over 100%
2. Growth rate increased by 15%
3. Average reach per post increased by 57%
4. Profile views increased by 21%
5. Interaction increased by 47%
6. Engagement increased by 36%

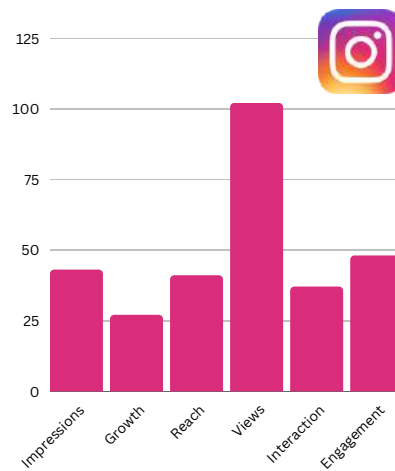
 **Industry standard is 3% across all categories**



Instagram

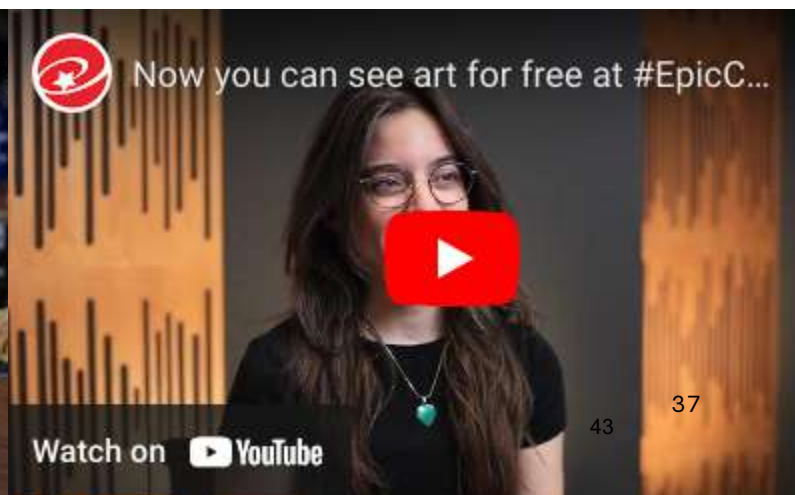
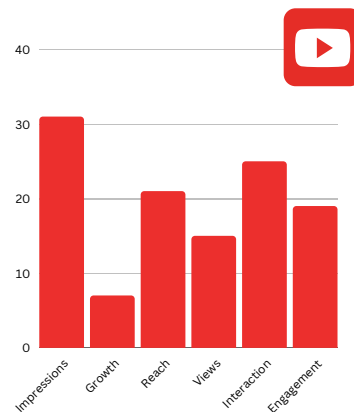
1. Increased Impressions by 43%
2. Growth rate increased by 27%
3. Average reach per post increased by 41%
4. Profile views increased by 102%
5. Interaction increased by 37%
6. Engagement increased by 48%

 **Industry standard is 3% across all categories**



YouTube

1. Increased Impressions by 31%
2. Growth rate increased by 7%
3. Average saves per post increased by 21%
4. Interaction increased by 15%
5. Views increased by 25%
6. Engagement increased by 19%



Pasqually's

Social Media

B A S Media's findings provided direction for how to establish the most precise and effective social media campaign and implementation plan for Pasqually's initiative, ongoing B2C promotions, and overall brand development.

B A S Media crafted a social media and influencer campaign, as well as compelling social media graphic designs and captions, which were needed to showcase the new brand messaging and values of Pasqually's Pizza & Wings.

Influencer Campaign

B A S Media identified influencers to align with Pasqually's core demographics and brand voice, managed all internal communication, and organized content strategy and schedules to optimize influencer publishing.

With this fresh messaging strategy and communications plan development, Pasqually's would be able to:

- Utilize a clean, inviting layout, further establishing Pasqually's Pizza & Wings as the kid in town offering delicious, affordable options for pizza and wings
- Boost brand awareness
- Educate users about Pasqually's Pizza & Wings
- Display Pasqually's as a conscious brand that provides excellent service and delicious food for the masses at an affordable rate

**b a s
media**



HOW IT WORKS:
Pasqually's Pizza & Wings™ is giving away one year of free pizza to one lucky winner and five \$25 gift cards to five runner-ups.

Pasqually's
PIZZA • WINGS

STEP #1
Use a video or a photo, let your creativity flow.

Share an image or short video depicting you in the future if you were to win free Pasqually's Pizza for one year.



Pasqually's
PIZZA • WINGS

STEP #2
Upload to your social media

Upload your video or photo to Facebook or Instagram (each story frame or photo must tag @realpasquallys and recommended hashtags.)



Pasqually's
PIZZA • WINGS

#
STEP #3
Use the hashtag

Like, follow, and share your post with Pasqually's page: @realpasquallys and use these hashtags to enter: #LifeWithPasquallys #PasquallysPizza



Pasqually's
PIZZA • WINGS

AND THE WINNER IS...

Vote for your favorite video now!

Vote for your favorite photo now!

STEP #4
Vote!

The Pasqually's team will narrow down the top choices and share them at: www.pasquallyspizza.com where fans will cast their votes.



Pasqually's
PIZZA • WINGS

HOW IT WORKS:
Pasqually's Pizza & Wings™ is giving away one year of free pizza to one lucky winner and five \$25 gift cards to five runner-ups.

STEP #1
Use a video or a photo, let your creativity flow.

Share an image or short video depicting you in the future if you were to win free Pasqually's. More to one year.



Pasqually's
PIZZA • WINGS

STEP #2
Upload to your social media

Upload your video or photo to Facebook or Instagram (each story frame or photo must tag @realpasquallys and use the hashtag #LifeWithPasquallys and #PasquallysPizza.)

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media

#
STEP #3
Use the hashtag

Like, follow, and share your post with Pasqually's page: @realpasquallys and use these hashtags to enter: #LifeWithPasquallys #PasquallysPizza

Pasqually's
PIZZA · WINGS

STEP #4
Vote!

The Pasqually's team will narrow down the top choices and share them at www.pasquallyspizza.com where fans will cast their votes.

AND THE WINNER IS...

Vote for your favorite pizza crust!

Vote for your favorite pizza sauce!

Pasqually's
PIZZA · WINGS

Pasqually's
PIZZA · WINGS

**What does your life look like with free Pizza?
Enter for your chance to win today
PS: There's always space for pizza!**

What does your life look like with free Pizza?
Enter for your chance to win today
#LifeWithPasquallys

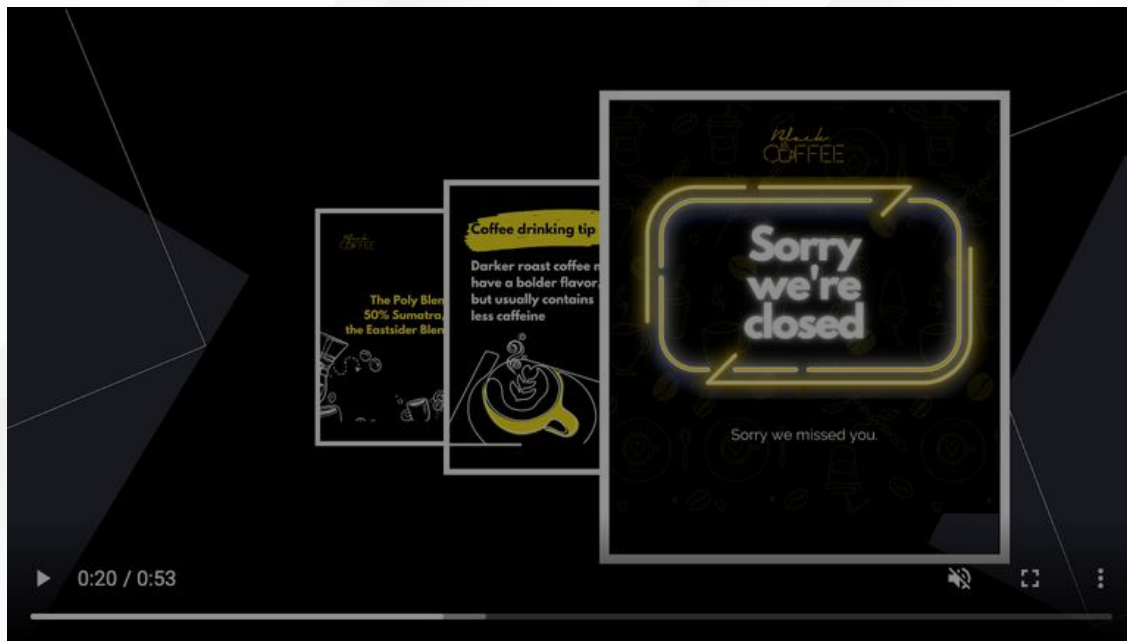
Pasqually's
PIZZA · WINGS

A card with a textured, brownish background. At the top, it says "WHAT WOULD YOU LIKE TO SEE ADDED TO OUR MENU?". The word "YOU" is in a large, bold, orange font. A large question mark is at the bottom right. The card is placed on a wooden surface with some food items like a lime and tomatoes.

Company Profile



Black Coffee found itself in the throes of a debilitating global pandemic just three months after their official launch. B A S Media came in to secure the fledgling company's place in the DFW market by bolstering brand awareness and fostering their relationship with the local community.



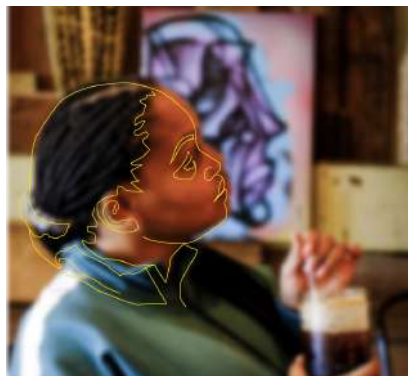
Web Design

Black Coffee needed to update its website better to reflect its unique brand values and youthful messaging. By integrating top-performing keywords, visually striking video, and precise verbiage and graphics, BASM strategized a website that would not only align with Black Coffee's brand, but also captivate an audience.

Results

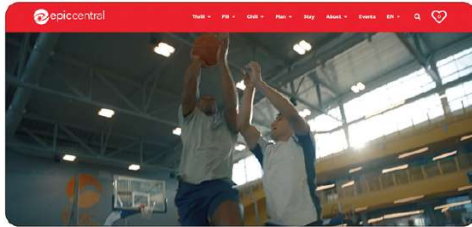
Over six months, Black Coffee experienced a:

- 65% increase in digital traffic
- 38% increase in revenue
- 25% increase in social media followers
- Several press features
- Boosted traffic by 25%



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WEBSITE DESIGN



EpicCentral

epiccentral.com

Visit



eshop LEDVANCE

shop.ledvance.com

Visit



BENTO Marketing

bentomarketing.net

Visit



Lamp Finder LEDVANCE

lampfinder.ledvance.com/en/int/

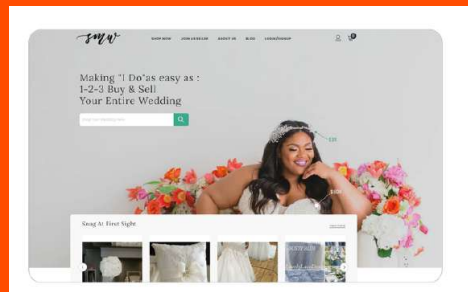
Visit



WD Mystiks

wdmystiks.com

Visit



Snag My Wedding

snagmywedding.com

Visit



Black Coffee

blackcoffeefw.com

Visit

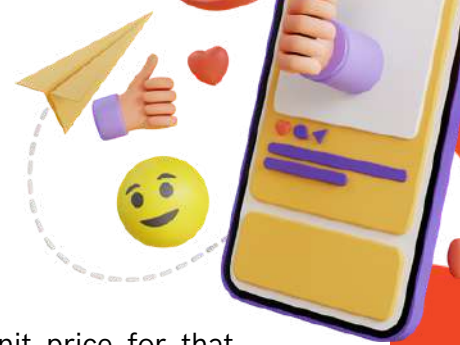
APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

Tab F:

Proposal Pricing



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media



1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one (1), exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer should show the range of the lowest price and cite the areas to which the prices apply. See Page 4 or add rate table.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

Labor Category for GSA Schedule	Hourly Rate: Year 1	Hourly Rate: Year 2	Hourly Rate: Year 3	Hourly Rate: Year 4	Hourly Rate: Year 5
Project Manager	\$76.00	\$78.28	\$80.62	\$83.03	\$85.52
Account Coordinator	\$80.75	\$83.17	\$85.66	\$88.22	\$90.86
Creative Director	\$142.50	\$143.58	\$146.75	\$151.15	\$155.68
Senior Designer	\$80.75	\$83.17	\$85.66	\$88.22	\$90.86
Graphic Designer**	\$74.10	\$76.32	\$78.60	\$80.95	\$83.37
Production Artist	\$66.50	\$68.49	\$70.54	\$72.65	\$74.82
Marketing Consultant	\$104.50	\$107.63	\$110.85	\$114.17	\$117.59
Marketing Assistant	\$40.85	\$42.07	\$43.33	\$44.62	\$45.95
Digital Media Analyst	\$57.00	\$58.71	\$60.47	\$62.28	\$64.14
Digital Media Specialist **	\$95.00	\$95.72	\$97.85	\$100.78	\$103.80
SEO/SEM Specialist	\$104.50	\$107.63	\$110.85	\$114.17	\$117.59
Sr. Market Research Analyst	\$185.25	\$190.80	\$196.52	\$202.41	\$208.48
Research Assistant	\$38.95	\$39.24	\$40.11	\$41.31	\$42.54
Content Strategist	\$72.20	\$74.36	\$76.59	\$78.88	\$81.24
Copywriter	\$90.25	\$92.95	\$95.73	\$98.60	\$101.55
Copy Editor	\$61.75	\$63.60	\$65.50	\$67.46	\$69.48
Senior Web Developer	\$90.25	\$92.95	\$95.73	\$98.60	\$101.55
Digital Strategist	\$104.50	\$107.63	\$110.85	\$114.17	\$117.59
Digital Programmatic Specialist	\$118.75	\$122.31	\$125.97	\$129.74	\$133.63
PPC/Keyword Analyst	\$90.25	\$90.25	\$92.95	\$95.73	\$98.60
UI/UX Designer/Analyst	\$125.00	\$128.75	\$132.61	\$136.58	\$140.67
Social Media Coordinator	\$76.00	\$76.18	\$78.46	\$80.81	\$83.23
Print Production Manager	\$130.00	\$133.90	\$137.91	\$142.04	\$146.30
Email Marketing Strategist	\$81.00	\$83.43	\$85.93	\$88.50	\$91.15
Event Specialist	\$120.00	\$123.60	\$127.30	\$131.11	\$135.04

APPENDIX A.2
Service Area Designation Forms

EXHIBIT C

RFP 2024-002	Texas Service Area Designation or Identification		
Proposer Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
		We will not service the entire state of Texas	
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	x
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	x
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	x
5.	Southeast	Beaumont-Port Arthur	x
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	Type text here
8.	Capital Texas	Austin-Round Rock	x
9.	Alamo	San Antonio-New Braunfels Victoria	x
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

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

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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		

**APPENDIX B
DEBARMENT CERTIFICATION**

I, Ameerah Saine
(Name of certifying official)

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

Brunch and Slay, LLC dba B A S Media,
(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:

Ameerah Saine
Signature of Certifying Official
CEO
Title
01/25/24
Date of Certification

Form 1734
Rev.10-91
TPFS

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.

Ameerah Saine

Signature

CEO

Title

Brunch and Slay, LLC dba B A S Media

Agency

1/25/24

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.

**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.

Brunch and Slay, LLC dba B A S Media

Name of Organization/Contractor

Ameerah Saine

1/25/24

Signature of Authorized Representative

Date

Ameerah Saine, CEO

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

Continued on Next Page

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.

Brunch and Slay, LLC dba B A S Media
Name of Organization/Contractor

Ameerah Saine
Signature of Authorized Representative

Ameerah Saine, CEO
Printed/Typed Name and Title of Authorized Representative

1/25/24
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

Continued on Next Page

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.

Brunch and Slay, LLC dba B A S Media
Name of Organization/Contractor

Ameerah Saine
Signature of Authorized Representative

Ameerah Saine, CEO
Printed/Typed Name and Title of Authorized Representative

1/25/24
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