



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

K Strategies Group, LLC (“**Contractor**”)
2777 N. Stemmons Freeway
Suite 1540
Dallas, TX 75207
Attn: **Katrina Keyes**
(214) 599-9766
kkeyes@kstrategies.com

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:

K Strategies Group, LLC
2777 N. Stemmons Freeway
Suite 1540
Dallas, TX 75207
Attn: Katrina Keyes
(214) 599-9766
kkeyes@kstrategies.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.

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 services on the following pages under this Agreement

Technical Approach

➤ Audience Awareness and Insights

We **EMPOWER** organizations to **ENGAGE** and build **TRUST** with their target audiences.

K Strategies is a leading provider of audience outreach awareness campaigns and insight services. We have a proven track record of empowering organizations to understand and engage with their target audiences and the public by developing and implementing effective public engagement campaigns.

We understand that effective public engagement requires a deep understanding of the needs, interests, and concerns of all stakeholders. We use a variety of research methods, including **surveys, focus groups,** and **social media** analysis, to gather essential information or key insights into our clients' target audiences.

The K Strategies team has extensive experience working with external audiences, including stakeholders, government officials and residents. We understand the importance of engaging internal audiences, including employees, volunteers, and board members. We help organizations develop effective communication strategies to keep their internal audiences informed and engaged.

We also help organizations identify and address gaps in public education by researching to assess the public's understanding of complex issues. We then develop and implement communication campaigns to provide the public with accurate and up-to-date information.

Experience

Dallas County Open Spaces Master Plan

During the initial phase of the Dallas County Open Spaces Plan, K Strategies facilitated stakeholder listening sessions to determine key insights of internal audiences and organized a series of public meetings to provide valuable feedback on the current issues, opportunities, needs, and priorities of the preserve network.

To maximize the effectiveness of the public meetings and exceed the client's expectations, K Strategies quickly transformed the interactive content from the in-person meetings into an online survey. The survey was made accessible in English and Spanish, ensuring that the target audiences could participate through the most suitable and widely used media channels.



Media Landscape Research and Recommendations

With a profound understanding of the ever-evolving media landscape, our team navigates the complex world of media publications and platforms, making us the ideal partner for tailored solutions.

Our approach to providing Media Landscape Research and Recommendations is comprehensive and strategic, ensuring we meet each client's unique needs. We prioritize delivering results-driven strategies and insights to elevate your media presence. Our service offerings under this category encompass:

- **Media Landscape Determination:**
We start by meticulously researching and identifying key media platforms that align with our client's objectives. Our experts stay updated on news and emerging trends, ensuring our clients are aligned with industry trends, opportunities and the right communication channels.
- **Media Buying Plan:**
Building solid relationships with media distributors to negotiate rates and value add opportunities to maximize market exposure is fundamental to our approach. We believe in forging partnerships that benefit our clients. We then craft a custom media buying plan tailored to specific goals,

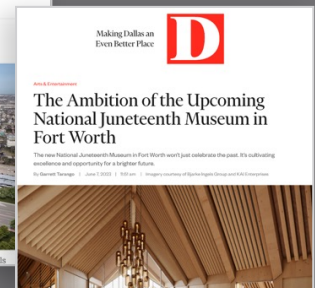
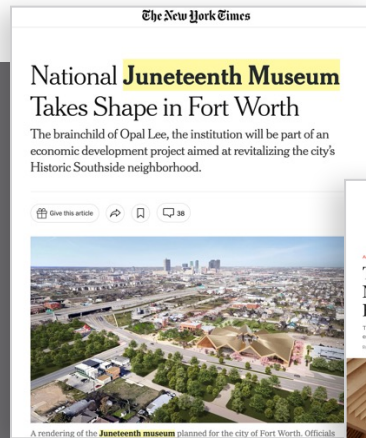
budget, and target audience. This plan is complemented by a detailed campaign timeline, allowing for effective execution and management.

- **Analysis and Ideation:**
Data is at the heart of our decision-making process. We conduct thorough audits to gather relevant information on audience reach, engagement and sentiment, helping us understand our client's media presence and up to date nuances of the media landscape. We then perform audience deep dives, collaborating with our clients to ideate on media and communication needs. This process includes interviewing key stakeholders to gain insights from multiple perspectives and identify unique story angles and messaging. Our final step is to present a summary of key takeaways and opportunities, ensuring that our recommendations are based on a thorough understanding of the client's unique media landscape and communication needs.

Experience National Juneteenth Museum

K Strategies developed a comprehensive marketing plan and public relations campaign to support the building of a national museum and cultural center in Fort Worth. Our marketing campaign, brand messaging and media stories generated local, national and international excitement about the project and federal holiday.

In efforts to support the museum's \$70m capital fundraising campaign, our expertly executed marketing and media plan helped to distinguish the National Juneteenth Museum and the City of Fort Worth as national destinations for cultural education, history and community pride.



2,500+ Tweets



600+ News-source Mentions



5 Billion People Reached



22 Million Raised in Founding Donations

➤ Social Media Strategy

Our social media strategy services methodically combine research, analytics and captivating content to increase exposure and engagement for our clients. We begin by listening to understand our clients, gaining an in-depth appreciation for their needs, experiences, and expectations. We then conduct a comprehensive social media audit, delving into the current landscape and analyzing competitors, which allows us to identify opportunities and threats.

Next, we work closely with our clients to establish clear objectives and craft compelling key messaging that resonates with their target audience. From there, we turn our attention to creating a robust channel strategy where we select the most effective platforms to reach and engage with specific demographics. This includes a content framework that outlines the type of content, posting frequency and messaging tone required to consistently captivate the audience.

Approach

As part of the K Strategies approach, we create target audience personas and engagement strategy, defining what types of content and social media channels align with the target audiences and our client’s marketing objectives. We also incorporate a community management approach that nurtures meaningful interactions, promptly responds to inquiries, and effectively manages brand reputation.

Equally important, our social media strategy incorporates tools for capturing and tracking key analytics, which enables our team to share essential data points and actionable insights, which assists our clients in making informed decisions.

Experience

TxDOT I-35E Phase 2 Project Transportation Communications Management

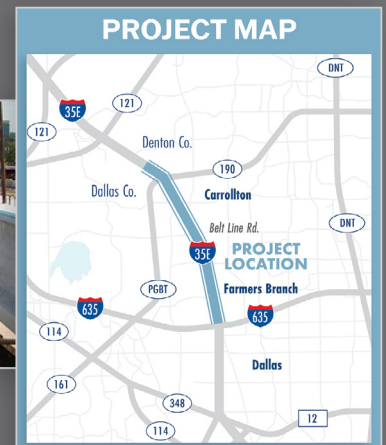
K Strategies manages public information, traffic alerts, weekly communications, crisis communications, and real-time comms mitigation to support the I-35E Phase 2 project. As part of the Texas Clear Lanes initiatives, the project includes of a full reconstruction and widening of I-35E in Dallas County from I-635 to the Denton County Line.

Incorporating social media and website management into our plan to provide weekly project updates and alerts enhances our transportation communication management plan.



I-35E Phase 2 Dallas County

Full reconstruction of the I-35E mainlanes, two existing, reversible tolled managed lanes, and frontage roads in Dallas County.



➤ Campaign Strategy

K Strategies utilizes our expertise in stakeholder engagement and brand development to successfully develop and launch marketing and communication campaigns. During this time, we analyze prior reports to garner insights and valuable feedback about the client and its experiences. We will examine the current brand, analyze the competitive landscape, and assess applicable industry best practices and marketing trends. We then conduct communications audits to identify any gaps in our client's brand awareness, communication and marketing impact.

Using the data and insights garnered from the discovery phase, K Strategies will establish campaign goals and an execution plan. Our team then will then create a strategic communications and marketing campaign strategy that sets a clear and impactful path. The plan will include communication objectives, key messaging inclusive of a campaign tagline, and a summary of key takeaways and opportunities for continued growth and success.

Approach

Our campaign approach centers on working with clients to define the unique characteristics that distinguish them from others in the industry and the marketplace. Defining those unique qualities unifies brand messaging and raises brand visibility. K Strategies then turns its focus to further advancing our client's brand by developing a comprehensive identity that will resonate with the target audiences while creating a path for the client to achieve its objectives.

Once we have collaborated with our client on creating a vision of success, we will develop and launch a marketing and PR campaign strategy that perpetuates an impactful narrative that promotes audience engagement while elevating the client's brand.

Experience City of DeSoto

K Strategies launched a grassroots marketing campaign to elevate the City of DeSoto's brand and create a comprehensive marketing plan to engage the local community and attract outside visitors and investments.

 **Enhanced Photo and Video**
for Marketing Ad Campaigns

 **Public Survey**
to Capture DeSoto Stories

 **Unified Branding**
for all City Departments



Share Your So much to love About DeSoto Story!

DEADLINE EXTENDED!

We are looking for community members and business owners to participate in our City of DeSoto "So Much to Love" video series this September.



Scan the QR Code to get involved and complete the expression of interest form by Monday, September 4th or visit bit.ly/lovedesoto



DeSoto
— So much to love —

The following represents an overview of the K Strategies approach to managing deliverables, timelines, and implementation plans.

Deliverables

Compile and present assessment reports to the client and any applicable stakeholders that will include:

- Analysis of previous stakeholder interviews, community surveys and engagement reports to understand brand perceptions.
- An audit report of current public engagement, marketing, social media, etc. assets to identify gaps in communication and brand cohesion (including website, marketing collateral, email campaigns, social media, newsletters, ad campaigns etc.).
- Review prior public engagement, communication, and marketing plans, efforts and results to benchmark key performance indicators (KPIs).
- Identification of leading influencers, online mentions and news stories across social media, news and online platforms.
- Competitive landscape and industry trends to align client with industry standards and best practices.
- Recommended strategic objectives with KPIs to measure success.

Implementation and Timeline

Month 1

Kickoff Meeting

- Discuss the current strategy, communication opportunities and challenges
- Clarify vision for the future, short and long-term goals
- Identify potential stakeholders



Platform Onboarding

- Receive copies of assets and collateral
- Receive community engagement reports from prior brand development process
- Receive backend access and analytics reports for social media, web and digital marketing platforms
- Receive a calendar of upcoming initiatives, launches, events, key announcements etc.

Communications and Marketing Audit

- Audit current marketing collateral, advertising and communications platforms
- Conduct a communications audit to identify who and what people are saying about the client

Month 2

Market Research

- Analyze competencies of the competitive landscape, industry trends and best practices

Present Research Report and Objectives

- Recommend strategic objectives and KPIs based upon research and marketing audit



Month 3

Develop Audience Personas

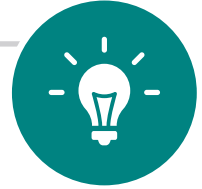
- Understand the audience, who you want to engage, where they are and how to connect with them
- Identify the motivations of your target audience
- Identify influencers that speak to the target audience



Month 4

Communications Planning

- Identify promotional avenues for audience growth and targeting including social media, paid media and public relations
- Create a strategic communications plan that sets a clear path for delivering key messaging across local, regional and national media



Month 5

Public Engagement and Marketing Collateral

- Develop and design digital and print marketing collateral including social media templates, brochures, newsletters, website graphics and digital display ads
- Produce photo and video assets for marketing collateral and social media

Present and Review Communications and Marketing Plan

- Review Communications and Marketing Plan with client. Review Implementation Plan



Month 6

Deliverables

- Applicable plans delivered, i.e., public engagement, communications, marketing, social media, etc.
- Implementation Plan delivered

Launch

- Special event featuring a strategic media moment to generate buzz and increase interest



Additional Services

Brand Development

K Strategies elevates brands to advance our clients' marketing goals and objectives. Our brand development strategies include logo design, strategic messaging, marketing campaigns, public relations, social media and more.

- City of Dallas Hensley Field
- City of DeSoto

Content Writing

K Strategies delivers quality content for all formats including marketing collateral, website copy, social media, articles, blogs, and more. Our approach involves in-depth research, a keen understanding of client objectives, and a creative flair that brings our clients' content to life. The outcome for our client is compelling and engaging content that resonates with target audiences, enhances brand awareness, and drives desired results.

- City of Cedar Hill
- City of Fort Worth New City Hall
- JPS Health Network

Culture-Based Marketing

We deliver strategic messaging that aligns with the perspective and cultural norms of the target audience. We examine current events, local traditions, beliefs and languages to capture the pulse of the area best, then translate it to captivating media.

- Children's Health
- 50+ Texas Department of Transportation (TxDOT) projects
- 15+ Dallas Area Rapid Transit (DART) projects

Destination Marketing

Spreading the word about a destination and promoting its identity is what we do well. Amongst our staff of highly qualified professionals is a Destination Marketing Expert with an international (10+ renowned destinations) and domestic expertise.

- City of DeSoto
- City of Dallas Kay Bailey Hutchison Convention Center Master Plan Project
- National Juneteenth Museum

Diversity, Equity, and Inclusion

K Strategies supports clients in delivering best-in-class Diversity, Equity, and Inclusion services that contribute to the overall success of the organization's workforce. Our DEI services include DEI Assessments, Strategic Planning and Implementation, Communications Strategies, Employee Resource Groups (ERGs), Interactive Workshops and Training Classes, and Workforce Solutions.

- Omni Dallas Hotel
- DFW International Airport
- Dallas Love Field Airport

Graphic Design

Our graphic design services elevate marketing and communication collateral for our clients, including website design, social media content, flyers, ad design, video motion graphics, infographics, logo design, print and digital collateral, outdoor displays and more.

- City of Dallas Forward Dallas
- Texas Department of Transportation (TxDOT)
- Central Health
- Southern Gateway (Deck) Park

Media Event Planning/ Production

K Strategies specializes in end-to-end solutions for those seeking impactful media-related events. Our approach combines strategic planning, creative execution, and collaborative coordination to ensure each event achieves its objectives. We manage all media-related aspects of the event, from concept development and content creation to logistics, technical production, and audience engagement. The outcome is a media event that captivates audiences, enhances brand visibility, and drives our client's desired results.

- Trinity Park Conservancy
- Parkland Hospital
- Dallas Love Field Airport

Public Engagement

Gaining community support is crucial for the ongoing success of any project. We're experts at creating outreach and awareness programs that encourage active public involvement in various projects, empowering organizations, involving community stakeholders, and providing essential information. Our capabilities include public engagement programs, highway project communications, public meetings and open houses, groundbreakings and grand openings, crisis communications, public input surveys (multiple languages), digital and virtual outreach, media relations and spokesperson, and focus group meetings.

- City of Dallas Hensley Field
- City of Waco Lions Park
- Fair Park

Public Relations

Our strategic public relations campaigns ensure our clients' messages authentically connect with target audiences to meet their goals and objectives. From press events to ribbon-cutting ceremonies, grand opening and launch events, media coaching, media mentions, and publicity, our PR services position our clients to receive the right attention from the right people.

- Dallas Love Field Airport and Southwest Airlines
- KAI Enterprises
- City of Cedar Hill
- National Juneteenth Museum

Social Media Management

K Strategies offers comprehensive social media management services to bolster your online presence. Our team crafts and schedules engaging content, maintains consistent brand messaging, and actively engages with your audience, fostering a sense of community around your brand. We monitor social media metrics and provide regular reports to track performance and guide data-driven decisions. With our expertise and adaptable strategies, we ensure your brand remains relevant and competitive in the ever-evolving digital landscape, allowing you to focus on your core business. At the same time, we elevate your social media presence and drive results.

- Zan Wesley Holmes Community Outreach Center
- TxDOT I-35 E Phase 2 Project

Spanish Translation

K Strategies provides expert Spanish Translation services tailored to our clients' diverse needs. Our approach combines linguistic precision, cultural sensitivity, and timeliness to ensure accurate and effective translations. Our comprehensive translation services extend to various content types, including documents, website copy, marketing materials and more. The outcome for our clients is clear and culturally relevant Spanish translation that facilitate effective communications with Spanish-speaking audiences.

- Children's Health
- Fair Park
- Southern Gateway (Deck) Park
- TxDOT 635 East
- City of Fort Worth Eastside Fort Worth Corridor

Supplier Diversity

We provide a variety of diversity services geared toward a diversity vendor inclusion program including M/WBE, HUB, DBE and SBE Program Management and Implementation, Procurement Strategies, Participation Tracking and Reporting Strategies, and Minority Community Engagement and Outreach services.

- FWISD Bond Programs
- DISD Bond Programs
- Dallas College Bond Program
- JPS Health Network Bond Program

Video Production

K Strategies' skilled creative team is passionate about conveying key messaging while producing compelling videos accessible to diverse audiences. With over 25 years of experience, we are experts at listening to our clients' more significant challenges and delivering a wide range of videography services, including but not limited to educational and tutorial videos, interviews and testimonials, ad campaigns, closed captioning, and bilingual (Spanish) videos.

- City of Fort Worth
- KAI Enterprises
- City of Dallas Mill Creek

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APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

EXHIBIT B - Pricing Proposal

Pricing Sheet	Procurement No 2024-002
Respondent Name: K Strategies Group, LLC	

Audience Engagement and Marketing Strategy Consulting Services - TXShare Cooperative Purchasing Program		
Item	Description	Offering Price
1	Vice President, Marketing and Public Relations	\$ 250.00
2	Marketing and Public Relations Manager	\$ 162.00
3	Senior Marketing and Public Relations Specialist	\$ 138.00
4	Graphic Design Manager	\$ 138.00
5	Graphic Designer	\$ 127.00
6	Public Engagement Director	\$ 129.00
7	Associate Vice President	\$ 188.00
8	Public Engagement Specialist	\$ 125.00
9	Assistant Vice President, Diversity Programs	\$ 178.00
10	Director, Diversity Programs	\$ 170.00
Contractor shall provide additional related services at catalog price less:		%

APPENDIX A.2
Service Area Designation Forms

EXHIBIT C

RFP 2024-002	Texas Service Area Designation or Identification		
Proposer Name:	K Strategies Group, LLC		
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	
	SERVICES PROVIDED IN THE 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	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

Type text here

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	
				SERVICES PROVIDED IN THE STATE OF TEXAS			
				<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						

Page 32 of entire agreement

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	SERVICES PROVIDED IN THE STATE OF TEXAS	TEXAS
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

**APPENDIX B
DEBARMENT CERTIFICATION**

I, Katrina Keyes
(Name of certifying official)

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

K Strategies Group LLC,
(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:

Katrina Keyes

Signature of Certifying Official

President

Title

01/242024

Date of Certification

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

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

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**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.

Katrina Keyes

Signature

President

Title

K Strategies Group LLC

Agency

01/24/2024

Date

**APPENDIX D
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

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

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

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

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

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

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

Signature of Authorized Person: *Katrina Keyes*

Name of Authorized Person: Katrina Keyes / President

Name of Company: K Strategies Group LLC

Date: 01/24/2024

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.

Signature of Authorized Person: _____

Name of Authorized Person: _____

Name of Company: _____

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.

Signature of Authorized Person: Katrina Keyes

Name of Authorized Person: Katrina Keyes

Name of Company: K Strategies Group LLC

Date: 01/24/2024

-OR-

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

Signature of Authorized Person: _____

Name of Authorized Person: _____

Name of Company: _____

Date: _____

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.

Signature of Authorized Person: *Katrina Keyes*

Name of Authorized Person: Katrina Keyes

Name of Company: K Strategies Group LLC

Date: 01/24/2024

-OR-

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

Signature of Authorized Person: _____

Name of Authorized Person: _____

Name of Company: _____

Date: _____