



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

Milrose Consultants, LLC dba Masterplan (“**Contractor**”)
2201 Main Street
Suite 1280
Dallas, TX 75201

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% of Participating Entity Purchase Order payments and shall not be due and owing until sixty (60) days after payments have been received by Contractor.

- 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:

Milrose Consultants, LLC dba Masterplan
2201 Main Street
Suite 1280
Dallas, TX 75201
Attn: Dallas Cothrum
dallas@masterplantexas.com
(214) 761-9197

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, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") to the extent caused by : (i) negligent 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. Limits may be met through a combination of primary and excess/umbrella policies.

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.

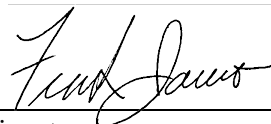
10.22 Domestic Preference

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.

Milrose Consultants, LLC dba Masterplan

North Central Texas Council of Governments



Signature 2/19/2024
Date

DocuSigned by:

A4E72C1BEF0F426...

Signature 2/27/2024
Date

Frank Iovino

Printed Name

R. Michael Eastland
Executive Director

Chief Revenue Officer

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

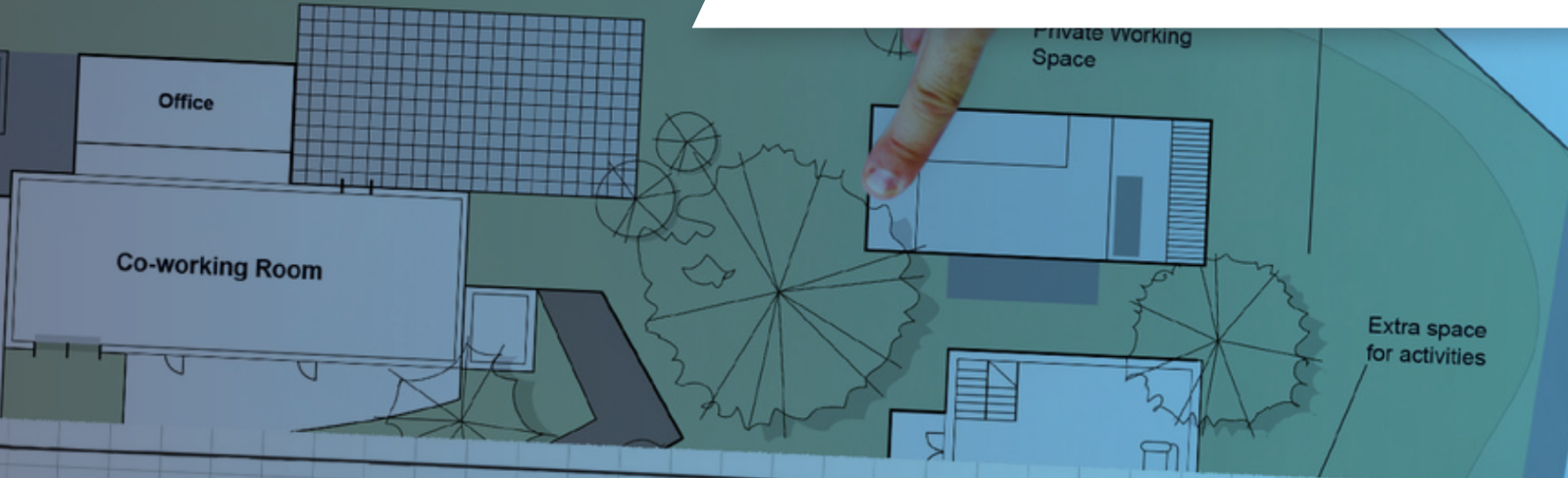
Vendor may propose additional services such as branding, content writing, web wireframing, social media management, podcasting/audio series, event planning/production, event management, media buying, legislative education campaigns, or product enhancements. Each additional service should be detailed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



PLAN



veniam

TECHNICAL PROPOSAL

DESCRIPTION OF SERVICES: AUDIENCE AWARENESS AND INSIGHTS:

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

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

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

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

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

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

SOCIAL MEDIA AUDIT AND INSIGHTS:

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

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

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

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

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

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

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

Next, we methodically determine the role of social

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

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

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

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

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



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

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

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

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

CAMPAIGN STRATEGY:

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

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

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

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

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

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

ADDITIONAL SERVICES:

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

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

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

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

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

Audience Engagement:

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

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

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

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

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

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

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

RESPONDING TO AN ORDER:

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

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

DELIVERING AN ORDER:

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

Our toolkit is robust, spanning audience identification,

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

CUSTOMER SATISFACTION:

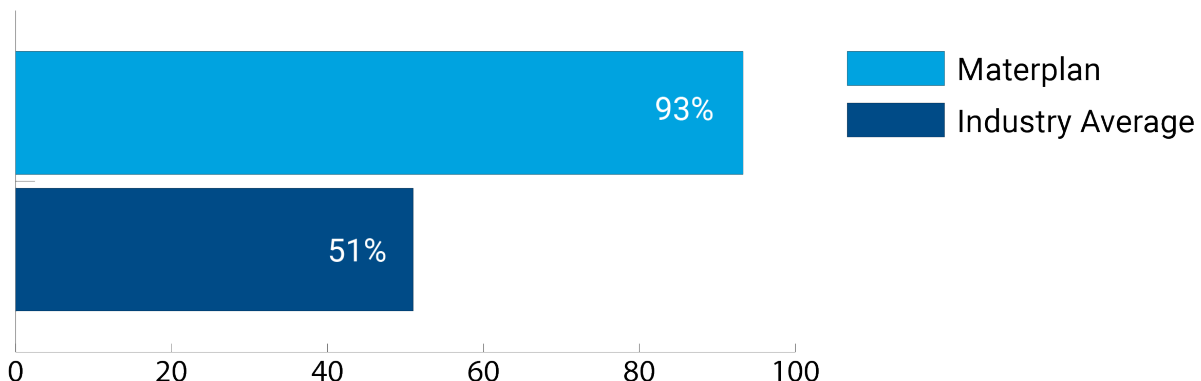
At Masterplan, ensuring client satisfaction is not just a priority; it’s a fundamental commitment ingrained in our ethos. We take proactive measures to guarantee our clients, including the North Central Texas Council of Governments (NCTCOG) and individual project stakeholders, experience the highest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

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

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

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

Net Promoter Score - Masterplan VS. Industry



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

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

DESCRIPTION OF INVOICING:

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



^

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

PRICING

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

EXHIBIT B Proposed Pricing

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

APPENDIX A.2
Service Area Designation Forms

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	
		✓	
	<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 29 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	All regions/MSA/cities	✓
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

**APPENDIX B
DEBARMENT CERTIFICATION**

I, Frank lovino
(Name of certifying official)

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

Milrose Consultants, LLC dba Masterplan,
(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:

Signature of Certifying Official Frank lovino Frank lovino

Title Chief Revenue Officer

Date of Certification 2/26/2024

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

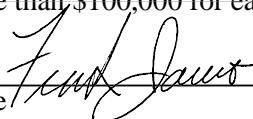
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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


 Signature _____ Frank Lovino

Chief Revenue Officer

 Title

Milrose Consultants, LLC

 Agency

2/26/2024

 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.

Milrose Consultants, LLC DBA Masterplan

Name of Organization/Contractor



2/26/2024

Signature of Authorized Representative

Date

Frank lovino Chief Revenue Officer

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

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.

Milrose Consultants, LLC DBA Masterplan

Name of Organization/Contractor



Signature of Authorized Representative

Frank Iovino Chief Revenue Officer

Printed/Typed Name and Title of Authorized Representative

2/26/2024
Date

Continued on Next Page

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

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.

Milrose Consultants, LLC DBA Masterplan

Name of Organization/Contractor



Signature of Authorized Representative

Frank lovino Chief Revenue Officer

Printed/Typed Name and Title of Authorized Representative

2/26/2024

Date

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date