



MASTER SERVICES AGREEMENT #2024-018
Compensation Study 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

Crowe LLP
225 West Wacker Drive
Suite 2600
Chicago, IL 60606
(“**Contractor**”)

ARTICLE I
RETENTION OF THE CONTRACTOR

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Compensation Study 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 **#2024-018** (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 #**2024-018**
- 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:

Crowe LLP
225 West Wacker Drive
Suite 2600
Chicago, IL 60606
Attn: Susannah R.K. Heitger
Susannah.heitger@crowe.com
(312) 899-5316

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.

Requirements:

Workers' Compensation:

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

Commercial General Liability:

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

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

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

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **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

APPENDIX A
Statement of Work

Tab D: Technical Proposal

This section should constitute the major portion of the submittal and must contain a narrative in specific response to items listed below. NCTCOG encourages vendors to be creative when developing their proposals for the requested service(s).

In your narrative, match the corresponding number of the item below with its specific answer.

1. Exceptions

1. *Review “Section 4: Specifications” of this RFP.* Are there any requirements that you cannot provide, or offer an alternative to? Describe any exceptions to the requirements. If there are no exceptions, please explicitly state that no exceptions are taken to any part of Section 4.* Further, describe any exceptions to other sections of this RFP. Your offer must be in compliance with stated terms and conditions unless NCTCOG accepts written identified exceptions of your proposal.*

**Crowe is responding to this submittal requirement as modified in NCTCOG’s Addendum 1, which corrected “Section 5: Specifications” to “Section 4: Specifications.”*

Crowe is able to meet the requirements of RFP Section 4: Specifications, including Service Category #1 and Service Category #2. We do not take exception to this section. Please see the next section, **Our Understanding and Approach**, for how we propose to fulfill the RFP’s Specifications.

Please see the **Exceptions Section of Tab A: Capacity to Deliver** for exceptions to other sections of this RFP. In addition, please see the **Alternatives Section of Tab A** for three additional options we provide for NCTCOG and TXShare members and other public sector entities seeking consulting services.

2. Our Understanding and Approach

2. *Information under this section should include, but not be limited to, your understanding of the RFP requirements and your firm’s approach:*
- a. *Demonstrate a clear understanding of the project by providing a concise description of how you propose to provide the services identified in this RFP.*

We understand NCTCOG seeks an experienced firm or firms to provide compensation study consulting services to members of NCTCOG, members of the TXShare Cooperative Purchasing Program, and other public entities nationwide that choose to leverage the resulting contract. We recognize that should we be awarded a contract, our services will be promoted via TXShare, thus providing Crowe the opportunity to work with various public sector entities to develop a Statement of Work that meets each entity’s needs.

We understand the NCTCOG and TXShare have the following objectives related to this RFP:



We propose to deliver services leveraging our unique combination of public sector specialization, proven compensation analysis methodologies, and access to financial, benefits, and management subject matter experts across our firm. We will use a highly customizable, client-centered approach that we tailor to each entity’s objectives, while grounding ourselves in principles of proactive project management and exceptional client experience.

Many of our compensation consulting engagements are organized in the following phases, though we emphasize our flexibility to tailor the approach to each client with whom we develop a Statement of Work:



As noted in the **Relevant Methodologies Section of Tab C: Quality Control**, we recognize that successful compensation plan management relies on an organization’s classification structure and relative worth alignment as foundational components. Therefore, we view classification and compensation analyses as often intertwined. (Please see the diagram in **Relevant Methodologies Section of Tab C: Quality Control**.) Thus, the detailed approach we outline in the next section integrates aspects of classification analysis within the compensation analysis. For example, we have placed activities such as job description and pay grade validation into the evaluation of the client’s current state in Phase II.

b. Provide a detailed description of proposed services and the means and methods to be used to accomplish the tasks identified in the Scope of Work section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.

In this section, we detail our proposed approach to delivering services, using the services and typical activities listed in your RFP Sections 4.0 and 4.1.2, as well as additional supporting activities and milestones we often recommend. Please see **Appendix C: Crosswalk of RFP Activities to Our Approach** for a listing of the phases that include each RFP activity.

Below we detail the sample activities and deliverables in our proposed four-phased approach.

We welcome the opportunity to tailor the specific phases, activities, and deliverables to each entity’s Statement of Work. We recognize, for example, that not all participating agencies may require the facilitated internal valuation and pay grade validation included in Phase II below. In these cases, we will collaborate to either exclude those activities from the SOW or to reduce the scale as appropriate.

Phase 1 – Initiate Project

1. **Project Planning:** We will meet with the client entity’s appointed Project Manager to confirm the project approach, list of in-scope classifications, project team roles and responsibilities, additional stakeholders and agency staff, milestones, and timelines. Additionally, during the initial planning discussions we will seek to understand the agency’s strategic direction, priorities, and any key pain points related to the project. Based on this discussion, we will develop a Project Charter and Project Schedule for review. We will request signoff on the Project Charter and Schedule before we proceed to subsequent steps to confirm we are aligned on the approach.

2. **Kickoff Meeting:** We will facilitate a formal project kickoff meeting for the agency’s project sponsors, project manager, and other key stakeholders. Using the Project Charter to guide the discussion, we will summarize the project scope, approach, timeline, , and key next steps. We will also facilitate open discussion to answer questions and continue identifying specific goals or pain points related to this project, which may include classifications that have been difficult to recruit or retain or have other compensation challenges. We typically facilitate (1) 60-minute Kickoff Meeting for this discussion.
- Phase I

Initiate Project

3. **Interviews or Focus Groups:** Often, we facilitate interviews or focus groups with key stakeholders to understand their concerns, priorities, and ideas related to compensation. We will collaborate with each client to identify appropriate stakeholders and to conduct either one-on-one interviews or focus groups with these individuals. The information shared during these sessions will be an input to the upcoming analysis, including our review of current state information, selection of benchmarks and market pricing, and the later development of recommendations and implementation options.
4. **Data Request:** We will request relevant information, such as current classification descriptions, organizational charts, base pay and benefits information, union status, relevant employee demographics (such as hire date), classification and compensation policies and procedures, and other pertinent documentation. We will provide a formal Data Request Log and maintain this on a shared project collaboration site (such as SharePoint) for transparency throughout the project.
5. **Project Status Meetings and Project Management:** Throughout the project, we will meet with the client Project Manager every week (or every 2 weeks, if preferred) to align on project status. For each meeting, we will prepare a formal written Status Report that includes accomplishments in the reporting period, next steps and action items, decisions needed, and risks/issues, if any. We will proactively manage the project, including management of project scope, schedule, budget, risks, and related matters, throughout the engagement.

Sample Phase I Deliverables*

- Project Charter
- Project Schedule
- Kickoff Meeting
- Stakeholder Interviews or Focus Groups
- Data Request Log
- Project Status Reports, Meetings, and Ongoing Project Management

**Deliverables will be identified in the Statement of Work developed with each client agency*

Phase II. Evaluate Current State

1. **Review Current State Documentation:** We will review information collected during Phase I, which will vary based on the materials relevant for agency’s Statement of Work. Typically, we review:

a. Existing pay philosophy

b. Existing salary plans

c. Existing structural organization of job titles, job families, and career ladders

d. Existing compensation package and incentive plans

e. Existing agency-specific conditions, which may include pay compression issues, prior internal or external equity analysis, employee engagement surveys, recruitment, and retention statistics, and other related information

f. Additional relevant information
2. **Conduct Legal/Compliance Risk Review, such as for FLSA Status:** If requested, our employment law counsel from Kuiper Law Firm will review the client agency’s documentation (such as job/classification descriptions and compensation policies and procedures) to identify potential risks related to compliance with legal and regulatory requirements.

Phase II

Evaluate Current State

This may include a review of the Fair Labor Standards Act (FLSA): (i) wage and hour reviews and audits to review a worker's classification as employee, independent contractor, intern, trainee, or volunteer; (ii) employee review along with overtime exemption status; (iii) overtime exemptions determined by the employer's activities, the employee's performed duties, or both; and (iv) consideration of the employer's policies for compensable time (e.g., Portal-to-Portal Act matters), overtime calculations, equal pay issues (e.g., Federal Ledbetter Act), recordkeeping, payment methods, and deductions. Kuiper's specialist will identify areas of risk and identify potential opportunities to come into compliance or better align with leading practices, including advice on safe harbors and how to correct unlawful practices to limit employer liability. Note that this review will be focused on the agency's policies, processes, and FLSA designations related to classification and compensation and applicable law and leading practices; this will not include further assessment of specific employment actions or personnel matters. Instead, we will review for broad compliance with legal and regulatory requirements related to classification and compensation. Should additional review or legal advising be requested, we will collaborate with the client agency and Kuiper to define the scope of services.

3. **Facilitate Employee Survey(s):** If requested, we will facilitate one or more employee surveys. We can do this using our proprietary CDRM survey platform or using a commercial web survey platform such as SurveyMonkey. For illustrative purposes, relevant surveys may include:
 - a. Employee engagement
 - b. Importance of components of the compensation package to employee retention
 - c. Position Description Questionnaires (PDQs)
 - d. Other topics related to compensation and classification practices
4. **Review and Validate or Update Job Descriptions:** We will review job/classification descriptions for in-scope classifications and collaborate with the agency to determine the accuracy and completeness of the written descriptions. If we collaboratively determine that job descriptions are incomplete, outdated, or otherwise inaccurate, we will work with the agency to obtain or develop updated job descriptions. We will collaborate to determine the best approach, which may include interviews, focus groups, or a Position Description Questionnaire to collect information from incumbents. Before proceeding to the market analysis in Phase III, we will request signoff from the Project Manager that the job descriptions are updated and can be relied upon as accurate sources of information for purposes of market pricing.
5. **Develop Job Family Structure:** For organizations that do not currently use job families, we will use job descriptions and other pertinent information to organize each classification into a job family based on core functions. This assists in establishing a consistent classification process, helps the organization communicate career path options, and is used in the selection of benchmark classifications in Phase III. To deliver this, we will first provide a draft Job Family Structure, in which we identify the proposed families and potential sub-families. We will then assign each existing classification to a family in the approved family structure.
6. **Facilitate Internal Valuation and Pay Grade Validation:** The purpose of this activity is to validate that the in-scope classifications are accurately grouped or ranked according to their internal value or relative worth, which is often identified by pay grade. This is a critical step for the integrity of the market analysis and slotting classifications into updated market pay ranges based on internal equity. In our experience, many public entities have robust internal valuation processes and approaches to assigning pay grades. However, in other cases, the entity requests assistance developing or implementing a grading rubric that aligns with the organization's priorities and values (such as job complexity, required experience, or level of influence over organizational resources). In these cases, we will assist the agency in developing an internal valuation matrix or job grading rubric, and we can facilitate the analysis of each classification to assign an appropriate pay grade. We can provide services to develop this process, tailor tools to the agency, train agency personnel, and facilitate completion of the exercise, or we can scale these services as appropriate if an agency requires more or less support from our team.

7. **Develop Current State Report:** We will summarize the results of the current state analysis, including our observations about strengths and weaknesses of the current salary plan, compensation processes, and current conditions. We will identify areas for improvement and develop preliminary recommendations for the agency's consideration. We will provide a draft report, which typically includes an executive summary, discussion of scope of the review, observations about strengths and weaknesses, and preliminary, high-level recommendations. We will provide one draft report and request that the Project Manager facilitate internal review within 10 business days and provide one set of consolidated feedback to Crowe. We will incorporate this feedback into a revised final deliverable.
8. **Present Current State Report:** At the agency's discretion, we will present the results of this phase to the project sponsors and key stakeholders. We will collaborate with your Project Manager to determine the appropriate audience and level of detail, and we will facilitate an interactive presentation with ample time for questions, clarifications, and discussion of next steps related to implementation options and decisions.
9. **Project Status Meetings and Project Management:** We will continue providing formal written Status Reports and conducting weekly Status Meetings with your Project Manager.

Sample Phase II Deliverables*

- Summary of Legal/Compliance Risk Review
- Employee Surveys
- Summary of Job/Classification Description Validation or Updated Job/Classification Descriptions
- Job Family Structure and Crosswalk of Current Classifications to Families
- Internal Valuation Process, Tools, and Facilitated Internal Valuation
- Current State Report and Presentation
- Project Status Reports, Meetings, and Ongoing Project Management

**Deliverables will be identified in the Statement of Work developed with each client agency*

Phase III. Conduct Market Analysis

1. **Select Benchmarks:** To begin this phase, we will collaborate with the agency to select a representative subset of classifications to serve as benchmarks in the market study. Crowe will develop an initial draft list of benchmarks that represent all job families and levels of the organization and are likely to be comparable in the market. Because the market analysis represents a significant level of effort in terms of consultant time, we will work with the client agency to select an appropriate number of benchmarks. Typically, we recommend 35-50% of in-scope classifications be identified as benchmarks, though this depends on the number of pay grades, job families, and other characteristics of the agency's classification structure, as well as the client's schedule and budgetary constraints. We will facilitate a working session with the client project team to refine and finalize the list of selected benchmarks, and we will request signoff on the list of benchmarks before we begin to collect data in the steps below.

Phase III

Conduct Market Analysis

For the next step to Obtain market Data, we detail two options: A) Administer Custom Survey or B) Leverage Published Data. In addition, if an agency is interested in a compensation analysis to be conducted at regular future intervals, we welcome the opportunity to discuss our repeatable, machine learning-assisted approach to compensation analysis. Please see Tab A, Alternative 3 for more information about this alternative.

2. **Obtain Market Data – Option A) Administer Custom Survey:** As indicated in the RFP, a compensation study often includes a custom market salary survey. In the following sub-steps, we identify our approach to developing and administering a survey to obtain market data for a client engagement.
- a. Identify Comparable Employers to Survey: We will collaborate with your Project Manager to identify appropriate peer employers to be surveyed. We will recommend that both public and private sector employers be surveyed. In addition, we may recommend including comparable employers in other geographies to obtain data for competitive jobs. We will ask the Project Manager to sign off on the list of target employers to survey.
 - b. Develop Survey: Leveraging our internal survey design experience and our existing compensation and benefits survey templates, we will develop a custom compensation survey. Depending on the client's needs, the survey may focus on base pay alone or may include other aspects of total compensation, such as health benefits and paid leave. We will customize the survey to focus on the selected benchmarks and relevant organizational data. Because this is a critical step in the project, we will plan the following checkpoints in the survey design process:
 - i. Develop survey methodology and framework: Before developing the survey content in detail, we will first establish an overall framework and collaborate on the survey methodology. This includes a plan for the survey design, matching criteria, templates to leverage, metrics to collect, survey platform, and the overall flow and structure of the survey fields. We will review the survey methodology with the agency and request signoff on the framework before we proceed to developing the content.
 - ii. Develop survey contents and instructions: After you approve the survey framework, we will populate the contents, including descriptions of each benchmark classification and instructions for peer employers to provide salary and benefits data for their comparable jobs.
 - iii. Review draft and finalize survey: We will ask the client agency to review the draft survey and provide one set of consolidated comments to Crowe. After receiving your comments, we will address feedback and revise the survey. We will ask the client Project Manager to review and signoff on the final survey prior to distribution.
 - c. Initiate Communication with Comparable Agencies: In parallel with the previous step, we will work with the Project Manager to send an initial notice to the selected comparable employers requesting their participation in an upcoming salary survey. This communication will explain the importance of the survey, the benefits (if any) to their organization of participating, the anticipated timeline, and means of data submission. This initial notice is meant to help **increase the response rate** and serves as a mechanism to confirm contact information prior to survey distribution. This notice may be distributed before the survey is finalized, targeting 2 weeks before survey distribution.
 - d. Distribute Survey: Depending on the client's preference, either we or the client will distribute the survey to comparable employers and request their response. (If the client distributes the survey, Crowe will prepare the communication drafts for the client to use.) The distribution notice will include the instructions, due date, means of submission, and other pertinent information. We will work with the client agency to determine the appropriate timeframe for respondents to complete the survey (typically 3-4 weeks). In addition, we will request that the surveyed entities respond acknowledging their **intent to complete the survey** early in the response period; this assists in having appropriate expectations regarding the **expected response rate** and enables us to identify additional mitigating actions if the response rate is expected to be insufficient.
 - e. Assist with Facilitating Survey Completion: To further **increase the response rate**, we will send reminders to the survey recipients and answer questions or provide clarification as appropriate in collaboration with the client agency.
 - f. Aggregate Data and Perform Quality Control Review: After the survey response deadline, Crowe will consolidate responses and perform a quality control review of the data. Within this step, we will review for potential outliers or data quality issues. We will provide the Project Manager with a list of Data Quality Control Findings and collaborate to determine appropriate steps to seek clarification from respondent agencies or to cleanse the data, such as by removing outliers.

- g. Please note that we cannot assume responsibility for completion of the survey by comparable agencies, although we will take the actions outlined above to assist in obtaining sufficient responses. There is a risk that a custom survey may receive insufficient responses, which may make it challenging to rely on the results as a valid representation of the market. For this reason, we present an alternative way to obtain market data in the next step below (Option B).
3. **Obtain Market Data – Option B) Leverage Published Data:** *(Note that this step would be in lieu of Step 2 above, which is to Obtain Market Data using a custom survey (Option A).)* Many of our public sector compensation study clients choose to leverage publicly available data to expedite the timeline and reduce costs compared to administering a custom compensation survey. We welcome the opportunity to discuss the pros and cons of these two approaches with each client agency to determine the best fit for their needs. In this approach, we would complete the following steps:
- a. Identify Market Sources: We will collaborate with the Project Manager to define the relevant labor market and appropriate data sources. Depending on the project goals and organizational context, we typically identify 6-12 data sources to include in the market analysis. For illustrative purposes, these may include:
 - i. Comparable Public Sector Employers with Available Compensation Data: Many public entities publish their current salary schedules, benefits information, and other relevant data, which can serve as a cost-effective data source for market analysis. We will prioritize comparable agencies – such as similarly-sized or located municipalities, districts, universities, non-profit organizations, or other organizations. We will research and document the availability of recent compensation information from those employers.
 - ii. Published Surveys: In addition, we can use published compensation survey reports from external sources at your expense to collect public and private sector compensation data. Considering that many public employees consider job opportunities in both the public and private sector, published survey reports can be an efficient and timely option to obtain public and private sector labor market data. We will provide the client entity with recommended surveys that include relevant comparable employers and geographies and collaborate on the decision about which surveys (if any) will add the most value to the analysis, particularly where they may supplement or fill gaps in the publicly available information. If the client opts to include a fee-based survey in the analysis, we can provide detailed instructions for purchasing the survey or we can purchase the survey on the client's behalf for reimbursement, depending on contract terms. We typically recommend leveraging 2-3 fee-based surveys, though we would be glad to scale this to best suit the organization's needs.
 - b. Data Source Signoff: We will work with your Project Manager to sign off on the final list of data sources to be used in the upcoming market pricing analysis. We will document this as the List of Market Data Sources and ask the Project Manager to sign off on the list of data sources before we proceed with analysis.
 - c. Survey Purchase: If the client elects to leverage published surveys, the client will purchase the agreed-upon published surveys during this step. (As mentioned above, we are happy to discuss an alternative arrangement in which Crowe purchases the survey(s) on the client's behalf for reimbursement.)
 - d. Aggregate Data and Perform Quality Control Review: Crowe will collect compensation data from the agreed-upon sources and perform a quality control review. In this review, we will identify potential outliers or data quality issues. We will provide your Project Manager with a list of Data Quality Control Findings and collaborate to determine appropriate steps to cleanse the data, such as by removing outliers.
 - e. Market Price Each Benchmark Classification: In this step, Crowe will analyze each benchmark classification. We will attempt to match each benchmark with a comparable job from the agreed-upon data sources. We will discuss with you and transparently document the matching criteria, which typically includes consideration of the nature of work, level of responsibility (supervisory, fiscal, etc.), required experience, required education or credentials, and other matching criteria.

We will identify the peer market minimum, midpoint (mean, median, or both, when available), and maximum pay for comparable jobs, populating a Composite Benchmark Analysis template for each benchmark. This provides the client an in-depth understanding of the market pay range for each benchmark classification.

- f. **Adjust Data as Necessary:** Using our existing Composite Benchmark Analysis templates, we adjust data as needed to account for differences in time and geography. We will discuss these options with the client and make a joint decision about whether to age data or adjust for cost of labor, and we will document these decisions in the methodology.
4. **Develop Regression and Recommended Pay Ranges:** Next we develop a regression of market pay for benchmarks and establish updated pay ranges that are informed by the market and the client's goals and pay philosophy. Then, we slot and align all in-scope classifications (including non-benchmarks) into the reference pay ranges, essentially grouping classifications that ought to be compensated at the same level, using pay grade as a proxy for that level. The result of this activity is a set of recommended, market-informed pay ranges for each classification.
 - a. Critical to slotting classifications consistently with internal equity will be Pay Grade Validation completed in Phase II Step 6. During that activity, Crowe and the client team will have validated that classifications are appropriately graded (or otherwise grouped or ranked) as a reflection of relative internal worth and equity. (Please see Phase II Step 6 for discussion of how the team will proceed if a facilitated internal valuation is needed to assist the client in assigning valid pay grades for its classifications.) Then during this Phase III Step 4, we use the validated pay grades (or other groups) to slot classifications into the market results consistently from an internal (and external) equity perspective.
 - b. During this step we will work with the client agency to validate or update its pay philosophy, including whether the organization wishes to lead, lag, or lead-lag the market and any specific market percentiles to target. This helps inform the development of updated pay ranges that reflect the organization's desired market position.
 - c. As market data are analyzed, results may indicate that certain classifications with unique requirements or a high degree of market competition may warrant being grouped and slotted separately from other classifications. We will work with the client entity throughout the project to identify highly competitive jobs (often those that are most challenging to recruit and retain), and during this Phase III, we will obtain market data that may confirm or disprove whether the market is compensating these differently than other classifications at a similar pay grade. During this step, it may become necessary to establish a separate regression and slotting structure for these unique positions. We will work with the client entity to discuss such market results, identify analytical options, and transparently document the methodology and analytical decisions.
5. **Summarize Market Results and Recommended Pay Ranges:** Here we summarize the market results and recommended pay ranges for all in-scope classifications. These pay ranges are the result of all previous steps in the project and they are reflective of the organization's pay philosophy, the internal value of each classification (as indicated by validated pay grades), and the external value of each classification (as determined in the market analysis). To the right is a sample excerpt of a summary of market results.
6. **Project Status Meetings and Project Management:** We will continue providing formal written Status Reports and conducting weekly Status Meetings with your Project Manager.

Appendix E: Variance Analysis of Overall and Local Composite Market Data

Crowe used the composite average of all identified peer groups and survey sources to determine the market pay for a benchmark position. This provides a large set of peers from which to identify comparable positions, thereby providing a large sample of data to more accurately understand the market.

As seen in Appendices B and D, the Benchmark Position data sheets summarize market results by the Overall Composite Average (which includes all peers and survey sources) and Local Composite Average (data only from [DATA SOURCES REDACTED]). Crowe understands that local market data is helpful for [REDACTED] in compensation discussions.

We analyzed variances between the Overall Composite Averages and local Composite Averages. The three graphs below illustrate these results overall (Figure 11), by job function (Figure 12), and by grade (Figure 13). On average, differences between the overall and local averages are immaterial.

Figure 11: Overall Composite and Local Composite Averages

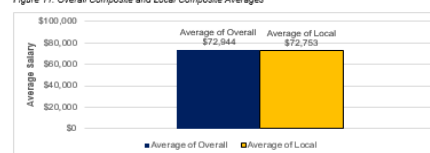
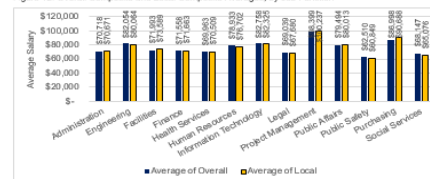


Figure 12: Overall Composite and Local Composite Averages, by Job Function



Sample Phase III Deliverables*

- List of Selected Benchmarks
- For Option A) Administer Custom Survey:
 - List of Employers to Survey
 - Draft and Final Draft Survey
 - Survey Administration and Communication
- For Option B) Leverage Published Data:
 - List of Market Data Sources
 - Data Quality Control Findings
 - Composite Benchmark Analysis for Each Benchmark
- Data Quality Control Findings
- Summary of Market Results and Recommended Pay Range for Each Classification
- Project Status Reports, Meetings, and Ongoing Project Management

**Deliverables will be identified in the Statement of Work developed with each client agency*

Phase IV: Summarize Results and Recommendations

1. Develop and Refine Recommendations and Implementation

Considerations: Based on the market results and ongoing, collaborative conversations with the client entity, we will begin to identify and discuss recommendations and implementation options. Depending on the client's goals, we can either facilitate the client's development and analysis of these options in collaborative workshops, or Crowe can prepare initial recommendations and considerations for the client's review and feedback based on our analysis and industry leading practices. In either approach, we welcome the client agency's input and feedback on priorities, resource or policy constraints, realistic timeframes, and other considerations, and we will work with you to define an appropriate approach. Our goal is to develop realistic, cost-effective recommendations and implementation options applicable to each client's specific situation.

Phase IV Summarize Results & Recommendations

- #### 2. Develop Report:
- We will develop a final report summarizing the analysis, results, and recommendations. We will tailor the report contents based on each client's Statement of Work. (To the right is a sample table of contents from a compensation study report.) For illustrative purposes, this report may include:

- a. Executive Summary
- b. Summary of Scope and Methodology
- c. Market Results
- d. Recommended Pay Schedule(s) with Grades and Ranges (note that there may be one or multiple pay schedules, depending on the current state and market results)
- e. Recommended Adjustments to Compensation
- f. Implementation Options and Recommendations

We will provide one draft report and ask the Project Manager to facilitate internal review and consolidate feedback and direction for Crowe. We will incorporate this feedback into a revised final deliverable.

Compensation Analysis – Market Valuation DRAFT	
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3. **Present Report:** We will present the results and recommendations to key stakeholders. We will collaborate with the client Project Manager to determine the appropriate audience and level of detail, and we will facilitate an interactive, virtual presentation with ample time for questions, clarifications, and discussion of next steps related to implementation options and decisions. This session will be intended to share results with key stakeholders and option feedback and questions related to the recommendations and implementation approach. This will help inform the development of additional implementation guidelines, in the next step.
4. **Develop Implementation Guidelines and Tools:** Based on direction from the client about which implementation options it wishes to pursue, we can develop specific implementation tools and documentation to assist in the implementation. Below are examples of the documentation we can provide, which we will tailor to each client's Statement of Work:
 - a. Compensation Plan Maintenance Guidelines
 - b. Classification Plan Maintenance Guidelines
 - c. Internal Valuation Processes, Roles, and Responsibilities (including pay grade placement and internal equity considerations)
 - d. Ongoing Market Analysis Processes, Roles, and Responsibilities
 - e. Job Description Development and Maintenance Guidelines
 - f. Implementation Plans and Timelines
 - g. Employee and Union Communication Plans
5. **Project Status Meetings and Project Management:** We will continue providing formal written Status Reports and conducting weekly Status Meetings with your Project Manager.

Sample Phase IV Deliverables*

- Facilitated Working Sessions on Recommendations and Implementation Options
- Draft and Final Draft Report
- Presentation of Final Report
- Implementation Guidelines and Tools
- Project Status Reports, Meetings, and Ongoing Project Management

**Deliverables will be identified in the Statement of Work developed with each client agency*

c. Provide a detailed description of the firm's approach to overall project management, allocation of resources, and integration of all activities potentially required by the Scope of Work.

Project Management Methodology and Activity Integration

As part of our commitment to consistently high-quality services, we know that one of the critical success factors is strong project management and oversight. Crowe has decades of experience successfully managing public sector initiatives and balancing conflicting priorities to deliver on time and on budget. Our project management methodology will be used to guide the project, keeping it on time and on budget, executing all project activities and tasks in a timely fashion.



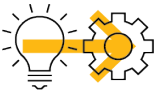




Keeping all parties aligned to deliver on a common goal is critical. Therefore, communication and alignment are key components of our approach, as outlined in the diagram to the left.

Crowe will work collaboratively with you to develop and coordinate all plans, activities, timelines, milestones, deliverables, and provide the communication to all parties.

To integrate all required activities, our certified Project Management Professionals (PMPs) use an industry standard methodology aligned with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK®). This enables us to proactively plan, execute, manage, monitor, and close all project activities with an integrated view of the project scope, schedule, and budgetary and team resources.

Crowe's project management methodology is broken down into five (5) stages. The following table outlines the key activities and tasks in each stage of our project management approach.

Phase Objective	Project Management Tasks	
 Initiate Get organized	Establish: <ul style="list-style-type: none"> • Project scope, goals, and key milestones • Risks, issues, and plan to mitigate them • Budget and resource allocation • Stakeholders, organizational structure, and roles • Project Charter • Communication Plan and templates • Kickoff 	
 Plan Get the details right	Establish: <ul style="list-style-type: none"> • Processes, tools, and standards • Detailed Project Management Plan with all Workstreams • Detailed Timeline • Success Metrics and KPIs • Control and approve deliverables 	
 Execute Deliver on plan	Proactively deliver & manage: <ul style="list-style-type: none"> • Project tasks and schedule • Guidance and subject matter advising • Milestones and deliverables • Communication & change management • Scope • Budget and resources • Quality assurance • Corrective actions • Reporting processes 	
 Monitor & Control Stay on track	Measure & correct: <ul style="list-style-type: none"> • Quality • Risk and issues • Scope changes • Schedule • Approval processes • Performance • Timeline / Schedule • Change resistance • Stakeholder adoption & buy-in 	
 Close Wrap-up	Finalize: <ul style="list-style-type: none"> • Perform quality reviews • Deliver all milestones and deliverables • Close and report final budget • Provide administrative and contractual closure • Measure progress and goal attainment • Team lessons learned • Deliver final project documentation • Deliverable signoff • Performance reviews • Final presentations • Plan next steps and future phases • Measure progress, goal attainment, final metrics 	

Allocation of Resources

In this section, we describe our approach to allocating skilled resources to each project. In the **next Section (d)**, we provide an overview of the specific personnel we propose to support you.

As a top nationwide firm, we have deep bench of consultants that specialize in public sector. Crowe has 190 public sector consultants on our nationwide team – each with skillsets and knowledge specific to governmental organizations. The team that delivers our compensation analysis work – our Strategy and Management Advisory practice – includes over 50 individuals, over 20 of whom are project managers and senior project managers experienced in leading public sector assessments and initiatives.

To allocate resources to each project, we focus on the specific activities, deliverables, and timeframes required to deliver an exceptional client experience. We then use sophisticated Centralized Resource Management function and scheduling software to identify team members with the appropriate skills, experiences, and capacity to support the project. We allocate team members to projects with a focus on capabilities and availability to give the project the attention it deserves.

For Statements of Work executed under this contract, Partner Susannah Heitger and Senior Manager Shannon Madden will be directly involved in allocating resources to confirm appropriate staffing by experienced and trained staff.

In addition, as a nationwide accounting, consulting, and technology firm, we have access to financial, benefits, and management subject matter specialists across our firm. We have a “One Crowe” mentality that encourages us to pull in specialists from across the firm to best meet the needs of a client, rather than operating in siloed teams. This means NCTCOG and other public sector entities will benefit from our core project team of public sector specialists **and** have access to top specialists across the firm to help address specific subject matter questions or issues that tend to arise during the course of a compensation study.

d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Scope of Work.

Our proposed **Engagement Partner, Susannah Heitger**, will oversee the engagement with NCTCOG and each client Statement of Work executed under this contract. Susannah will serve as a point of escalation as needed and confirm this project is fully resourced with a skilled team and receives the attention it requires. Should there be any issues, concerns, or problems related to this engagement, Susannah will work directly with the client entity and the project team to identify and implement corrective actions as appropriate. Susannah leads our national team of consultants dedicated to public sector strategy and management advisory services. Susannah has direct experience leading numerous compensation assessments, organizational assessments, and organizational change management (OCM) initiatives for public sector clients – including counties, cities, state agencies, and not-for-profit organizations. Susannah is a certified Project Management Professional (PMP) by the Project Management Institute (PMI) and a Certified Change Management Practitioner (CCMP) by Prosci.

As our Partnership Lead focused on promoting this TXShare contract, **Partner Mark Maraccini** will also support client Statements of Work under this contract. In addition to working with our marketing team to promote and educate governmental entities on the advantages of using this contracting vehicle and the services Crowe may provide under the contract, Mark will manage relationships with each client and serve as an additional point of escalation if there are risks, problems, or changes in those clients' Statements of Work.

We will appoint a **Project Manager or Senior Project Manager to serve as the agency's primary, day-to-day point of contact**. Each of our project managers are certified Project Management Professionals (PMP) by the Project Management Institute (PMI).

As noted in **Section (c) above**, we have 20 public sector consulting project managers / senior project managers on our team, each highly skilled in leading government and other public sector assessments and initiatives. Below are two of our candidates to fulfill this role for NCTCOG and other entities that leverage this contract, depending on the timing and exact needs of each engagement:

Shannon Madden, PMP, Senior Project Manager – Shannon serves as senior project manager and subject matter specialist on numerous classification and compensation assessments, including market data aggregation and analysis, internal valuation, the development of classification structures, developing updated pay structures based on internal and external equity analysis, and related classification and compensation services for the public sector. Shannon is a certified PMP and holds a **Compensation Analyst Credential (CAC)** from the Economic Research Institute.

Renae Peden, PMP – Renae is a skilled and certified PMP with extensive experience serving governments, educational entities, and not-for-profit organizations, including leading classification and compensation analyses. Renae has demonstrated success managing large projects and analyses on time and within budget, including for organizations similar to NCTCOG, such as the Connecticut Conference of Municipalities and Council of State Governments.

Proposed Engagement Team

Below we outline our key proposed team members and each of their roles and responsibilities.

Name / Title	Roles and Responsibility
Susannah Heitger PMP, CCMP Principal	Engagement Principal <ul style="list-style-type: none">Oversee the team, including allocation of appropriate Crowe resourcesManage relationships with NCTCOG, TXShare, and each client entityServe as a point of escalationMitigate risks/issues and remove project barriersOversee quality assurance and quality control
Mark Maraccini CPA Partner	Partnership Lead <ul style="list-style-type: none">Support relationships with NCTCOG, TXShare, and each client entityPromote this TXShare contract and support governmental entities in obtaining Statements of Work that meet their needs
Shannon Madden, CAC, PMP, MPA, MSES Senior Manager <i>Candidate for Project Manager of Individual SOWs</i>	Public Sector Compensation & Classification Subject Matter Specialist <ul style="list-style-type: none">Serve as subject matter advisor on compensation analysis, including for projects led by other qualified Crowe project managers Senior Project Manager (Candidate for Individual SOWs) <ul style="list-style-type: none">Serve as day-to-day point of contact for client engagementsManage the team, including all Crowe resources and contractorsDevelop, execute, and manage project schedules, budgets, assignments, status, and other project management toolsDevelop and manage project management tools, including the project charter, schedule, written status reports, status meetings, risk/issue logs, project collaboration site (such as SharePoint), and communicationsPlan and manage the project scope, schedule, and budget, including proactive, transparent risk and issue tracking and mitigationProvide quality control review over analysis and deliverables

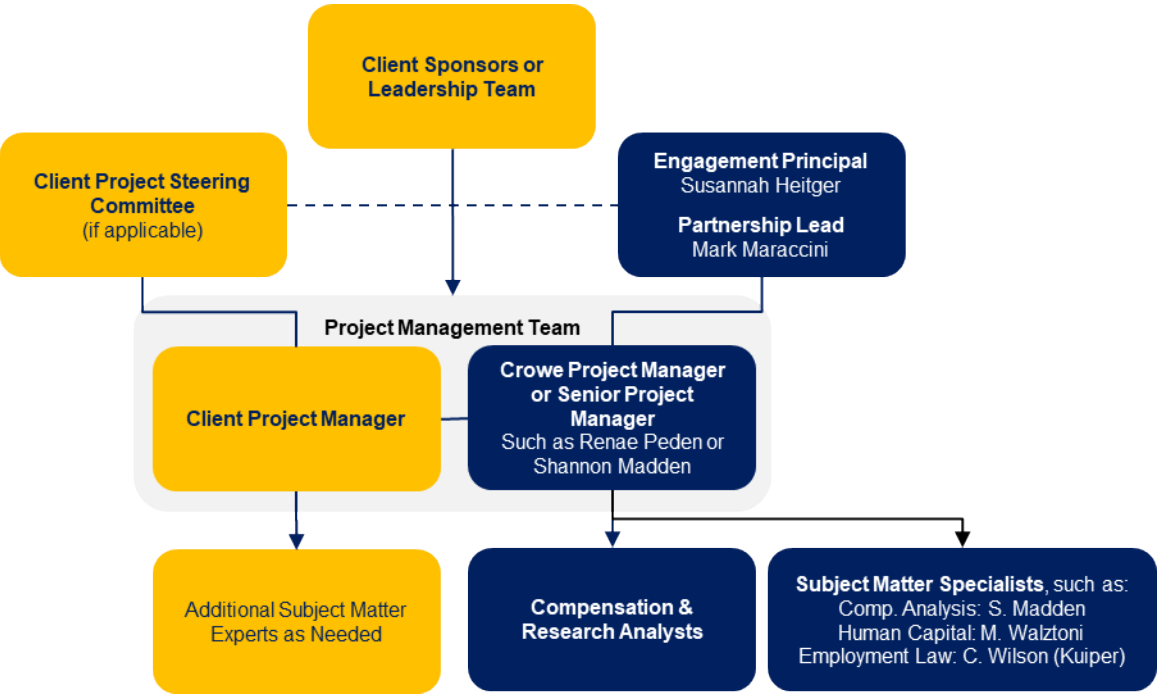
Name / Title	Roles and Responsibility
Rena Peden PMP, MPA Manager <i>Candidate for Project Manager of Individual SOWs</i>	Project Manager (Candidate for Individual SOWs) <ul style="list-style-type: none"> Serve as day-to-day point of contact for client engagements Manage the team, including all Crowe resources and contractors Develop, execute, and manage project schedules, budgets, assignments, status, and other project management tools Develop and manage project management tools, including the project charter, schedule, written status reports, status meetings, risk/issue logs, project collaboration site (such as SharePoint), and communications Plan and manage the project scope, schedule, and budget, including proactive, transparent risk and issue tracking and mitigation Provide quality control review over analysis and deliverables
Consultants and Senior Consultants , such as: Monae Evans, MS Hans Callanan, BS Robert Muse-Myers, BS	Compensation Analysts (resources allocated per individual SOWs) <ul style="list-style-type: none"> Develop tools and execute analysis at the direction of the project manager Develop draft deliverables Maintain project documentation library (such as SharePoint) Assist with project coordination
Mark Walztoni, SPHR SIO Retired Managing Director at Crowe; Current Advisor	Human Capital Subject Matter Specialist <ul style="list-style-type: none"> Advise the team on human capital issues and leading practices Support the development of recommendations and implementation strategies
William “arl” Wilson <i>Kuiper Law Firm</i>	Labor and Employment Law Subject Matter Specialist <ul style="list-style-type: none"> Review project information and advise the team on matters of compliance with employment law and regulations, including FLSA Identify legal and compliance risks and develop recommendations Oversee support from additional Kuiper resources, such as associate attorneys and paralegals, if required

We have provided resumes of the team above in **Appendix A**. The resumes outline education, years of experience, licenses and certifications, professional affiliations, and other relevant experience.

In the next section, we provide an organizational chart illustrating lines of authority and responsibility. As described above, our appointed Project Manager or Senior Project Manager will manage the project scope, schedule, and budget, proactively identifying potential risks, issues, and mitigation plans throughout the project. We will maintain transparent risk and issue logs, which we include on each weekly Status Report for transparency and collaborative troubleshooting. In addition, Susannah Heitger will serve as a point of escalation as needed to assist in mitigating risks and removing project barriers.

Organizational Chart

Below is an organizational chart to illustrate how we propose to organize the project team.



3. Invoicing

3. Describe your invoicing process. Is payment by credit card accepted? Progress payments? Is a deposit required?

Our centralized billing department and our project manager collaborate to prepare invoices for each client, and invoices are emailed or mailed to clients per our contact terms with you.

Payments are accepted via ACH, wire transfer, and check.

We typically invoice for our services monthly based on progress, although we have the flexibility to develop SOWs that specify invoicing for completed deliverables or milestones. As requested in the RFP, we anticipate negotiating Statements of Work for each customer contract, in which will specify whether services will be invoiced monthly based on progress or upon completion of a contracted deliverable.

We do not require a deposit for our services.

4. Pricing Categories

4. Review the pricing categories identified in Exhibit 1 of this RFP. Are there any category items that you cannot offer, or are there additional optional pricing categories that you wish to offer for consideration?

We have reviewed RFP Exhibit 1 and we are able to deliver services to public sector entities for both categories – Service Category # 1: Consulting Services and Service Category #2: Optional Ancillary Services. Please see **Tab D, Section 2. Our Understanding and Approach** for our specific proposed approach to delivering these services.

As an optional pricing category, we wish to offer access to our on-demand, consulting-as-a-service subscription called Crowe Government Guide. Please see a description of Crowe Government Guide in the **Alternatives Section of Tab A: Capacity to Deliver**.

5. Contact Persons

5. Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) contract administration (primary point of contact for receiving orders from participating agencies).

For all three phases – (1) Proposal Evaluation Process, (2) contracting process, and (3) contract administration – please contact Susannah or Mark, whose information we have provided below.

Susannah R.K. Heitger, Principal

312.899.5316 | susannah.heitger@crowe.com

Mark Maraccini, Partner

512.823.1378 | mark.maraccini@crowe.com

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

Tab E: Proposal Pricing

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

Fee Schedule

Our goal in setting fees is simple: to provide long-term, cost-effective pricing for our clients. We are confident that we can work together to achieve an optimized plan and budget for NCTCOG. We understand that specific services, deliverables, and estimated hours will be developed in collaboration with individual client agencies in the development of project-specific Statements of Work.

Fees for professional services will be charged at the hourly rates below.

Consultant Team Member	Hourly Rate
Partner / Principal	\$400
Senior Manager / Senior Project Manager	\$380
Subject Matter Specialist	\$380
Manager / Project Manager	\$280
Senior Consultant	\$200
Consultant	\$170
Employment Law Managing Associate (Kuiper Law Firm)	\$350
Employment Law Associate (Kuiper Law Firm)	\$250
Employment Law Paralegal (Kuiper Law Firm)	\$150

Dependencies

- We will not surprise you with additional fees that have not been agreed to by all parties in advance. If a question results in significant research or additional work or if we are requested to perform a consulting project, such effort is billed separately. We will provide you with an estimate of fees for such services and obtain management approval before proceeding.
- Per the RFP, we assume we will negotiate individual Statements of Work with each client organization pursuant to our Master Services Agreement. We assume that these individual Statements of Work will detail the project scope, activities, deliverables, estimated hours, estimated timeline, fees, and payment basis (such as monthly invoices or invoicing for completed milestones).
- Each client organization will appoint a Project anager to coordinate and oversee Crowe’s work, including identifying stakeholder availability for meetings, arranging meeting logistics, and overseeing the client’s completion of assigned activities per the project schedule.
- The client’s Project Manager will facilitate internal deliverable reviews and provide consolidated feedback to Crowe within the timeframes established in each Statement of Work and Project Schedule.
- The client will make data, documentation, and subject matter experts available to our team as needed to complete project activities. Client executives and staff will be available to assist in this effort, including by participating in meetings, surveys, information requests, and other appropriate points of engagement to successfully achieve the objectives of the project.

- The client will not send any sensitive information to Crowe via unencrypted solutions. The client will notify Crowe of any information sent that is deemed to be confidential and it will be clearly marked as such.
- Crowe would ask clients to mask Personally Identifiable Information (PII) prior to providing to limit exposure for the parties involved.
- We can perform work in a mix of virtual and onsite environments. We are happy to discuss this directly with client agencies as we tailor a Statement of Work to their individual project needs. We are also able to estimate travel expenses in advance if requested.
- Each phase of a Statement of Work will require formal deliverable signoff to indicate the client's acceptance. The subsequent phase of work will begin after prior phase signoff is complete and signed off.
- The client agrees to make all management decisions, including determining which, if any, recommendations to implement.
- Crowe's deliverables are intended for the client's personnel only.
- Crowe reports directly to the client and not to any third-party vendor.
- We ask clients to pay invoices via check, ACH, or wire transfer.
- We reserve the right to negotiate with TXShare and NCTCOG to a mutually agreeable contract.

Sample Market Basket Form

As requested, we have provided an estimated cost for the hypothetical project described in RFP Exhibit 2: Sample Market Basket Form. Per the RFP and NCTCOG's answers to vendor questions, we have only provided the dollar cost, without additional detail or clarifying scope assumptions. We note that if a similar project description is presented for a formal quote, we would seek clarification about several scenario characteristics to inform our quote. We have provided a good faith estimate of the cost of this scenario based on the information provided in Exhibit 2.

Fees for Additional Services

Professional fees for special projects outside of the agreed-upon scope will be determined based on project factors, such as type of project, subject matter experience required, scope, and resource requirements. Prior to commencing additional services, we will obtain your approval and agreement on the scoping and pricing.

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3
SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Crowe LLP		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	Yes		
	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	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

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

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

End of Exhibit 3

Appendices for Signature

APPENDIX B
DEBARMENT CERTIFICATION

I, Susannah R. K. Heitger
(Name of certifying official)

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

Crowe LLP,
(Name of lower tier participant)


nor its principals are presently:

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

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

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

EXCEPTIONS:


Signature of Certifying Official
Principal

Title
April 23, 2024

Date of Certification

Form 1734
Rev.10-91
TPFS

APPENDIX C RESTRICTIONS ON LOBBYING

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

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

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

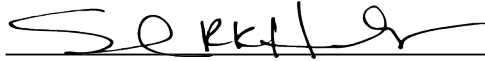
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated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

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

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

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

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



Signature

Principal

Title

Crowe LLP

Agency

April 23, 2024

Date

APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

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

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

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

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

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

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

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

Crowe LLP

Name of Organization/Contractor



Signature of Authorized Representative

April 23, 2024

Date

Susannah R.K. Heitger, Principal

Printed/Typed Name and Title of Authorized Representative

Continued on Next Page

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

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

Crowe LLP

Name of Organization/Contractor



Signature of Authorized Representative

Susannah R.K. Heitger, Principal

Printed/Typed Name and Title of Authorized Representative

April 23, 2024

Date

Continued on Next Page

-OR-

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

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

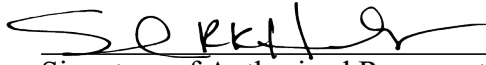
- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

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

Crowe LLP

Name of Organization/Contractor



Signature of Authorized Representative

Susannah R.K. Heitger, Principal

Printed/Typed Name and Title of Authorized Representative

April 23, 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