

AGREEMENT FOR
DISPARITY STUDY CONSULTING SERVICES
BETWEEN
THE CITY OF FORT LAUDERDALE
AND
MGT OF AMERICA CONSULTING, LLC d/b/a MGT CONSULTING GROUP

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, is by and between the City of Fort Lauderdale, a Florida municipality ("City" or "Buyer"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and MGT of America Consulting, LLC, a Florida limited liability company, d/b/a MGT Consulting Group, ("Contractor" or "Seller"), whose address is 516 North Adams Street, Tallahassee, Florida 32301, Phone: 850-386-3191, Email: rsmith@mgtconsulting.com.

WHEREAS, the City and the Contractor wish to enter into an agreement for **DISPARITY STUDY CONSULTING SERVICES**, based on an agreement between the Contractor and the **City of Miramar**.

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City with **DISPARITY STUDY CONSULTING SERVICES** at the price and terms set forth in the **City of Miramar's Contract/Bid No. 16-181**.
2. Except with regard to the bidding process, the term "**City of Miramar**" as set forth in the **City of Miramar** Agreement, where context permits, means City.
3. The term of this Agreement shall be coterminous with **City of Miramar's Contract/Bid No. 16-181**.
4. The Contractor's Proposal, dated March 27, 2018 and attached hereto as Exhibit "A", ("Proposal"), is incorporated herein.
5. The City's General Terms and Conditions and Insurance Requirements, which are attached hereto, are incorporated herein.
6. In the event of a conflict between the City's General Terms and Conditions and the Sales Order, the City's General Terms and Conditions shall control.

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material

nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF**

INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL:
<https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of

the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. The following applies to contracts with values over \$100,000: The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, ("Section 2-187"), by not discriminating against the Contractor's employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law, during the entire term of the contract that arises out of this ITB. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of the contract, entitling the City to pursue any of the following remedies or any remedy provided under applicable law: (a) The City may terminate the contract if the Contractor fails to comply with Section 2-187; and (b) The City may retain all monies due or to become due until the Contractor complies with Section 2-187; and (c) The Contractor may be subject to debarment or suspension proceedings consistent with the procedures in Section 2-183, Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Tania Marie Amar, Assistant City Attorney

WITNESSES:

MGT of America Consulting, LLC, d/b/a MGT
Consulting Group

Signature

By: _____
Trey A. Traviesa, President

Print Name

Signature

Print Name

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Trey A. Traviesa, as president for MGT of America Consulting, LLC, a Florida limited liability company, d/b/a MGT Consulting Group.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

EXHIBIT A

March 27, 2018

Kevin Brown
Senior Procurement Specialist
Procurement Department
City of Fort Lauderdale
100 N. Andrews Avenue – 6th Floor
Fort Lauderdale, FL 33301

Dear Mr. Brown,

MGT of America Consulting, LLC (MGT) is pleased to provide this proposal to provide professional consulting services to conduct a disparity study for the City of Fort Lauderdale (City). As requested, we are providing a proposed scope of work and cost for these services.

PROJECT UNDERSTANDING

MGT understands the City wants to conduct a disparity study to determine if there's a disparity between the awarding of contracts to minority- and women-owned business enterprises (MWBs) compared to their availability in the relevant market place. In order to reduce costs, the City has decided to piggyback on the disparity study contract between MGT and the City of Miramar. This approach will allow the City to take advantage of the economies of scale based on the recent disparity study MGT completed for the City of Miramar. To address the City's budget for the study and deliver a study that is accurate, reliable, and legally defensible, the following cost reductions to the City of Ft. Lauderdale's study are proposed:

- ♦ Eliminate the cost for legal review. MGT will utilize the legal review from the City of Miramar disparity study.
- ♦ Reduce the cost for availability analysis. Most vendors are already captured in Miramar's vendor database.
- ♦ Reduce the cost for private sector analysis. Will utilize the private sector analysis (Survey of Business Owners and Public Use Microdata) from Miramar's disparity study.
- ♦ Reduce the cost for "But For" Analysis.
- ♦ Reduce the cost for anecdotal information gathering by conducting web-based surveys.
- ♦ MGT will absorb additional cost by reducing its project management expenses.

Also, consistent with the City of Miramar disparity study, MGT will not conduct on-site data collection of hard copy data. This task will be the responsibility of the City.

APPROACH AND METHODOLOGY

MGT's overall approach is premised on producing a study which is accurate, reliable, valid, and legally defensible. Study accuracy, reliability, and validity are essential elements in any rigorous methodologically sound research study. **Reliability** is the extent to which results are consistent over time reflecting an "accurate" representation of the study population and the study results can be replicated using the same methodology. On the other hand, **validity** determines whether the study results truly measure what was intended to be measured. To ensure our study aligns with prevailing standards for accuracy, reliability, validity, and legal defensibility, we will utilize rigorous research methods consistent with prevailing industry and legal standards.



MGT's approach addresses data validity and credibility through a well-defined data management and data quality control process that allows MGT to analyze accurate and reliable data by procurement type, supplemented by obtaining capacity information by surveying vendors and conducting multiple regression analyses. Part of our approach will entail closely communicating and working with the City to ensure full and complete understanding and acceptance of these methodologies before they are deployed. Our approach also recognizes and takes into account this is the City's first study. The MGT disparity team will work closely with City staff so they understand how the study is being conducted, how the different pieces of the study fit together, how to best communicate with the City's key stakeholders about what the study is intended to provide, and what role staff can play to assist MGT in getting what it needs to conduct the study.

Our research begins with an overarching research question: ***Is there factual predicate evidence for a race- and gender-based program?*** To answer this question, we will research three supporting questions:

1. Is there statistically significant evidence of disparity between the availability and utilization of MWBEs by the City and/or primes working for the City?
2. Is there statistically significant evidence of passive participation by the City in any identified discrimination and disparate treatment of MWBEs in the private sector?
3. Is there anecdotal evidence of discrimination and disparate treatment of MWBEs by the City, the City's primes, and/or in the private sector?

We will use these research questions to test the hypothesis:

THERE IS FACTUAL PREDICATE EVIDENCE FOR A RACE- AND GENDER-BASED PROGRAM.

Addressing the research questions, hypothesis, and related issues will shape all data collection and analysis, methodological tools, and all other aspects of the disparity study. Most important, these questions also are embedded in our work plan and will be used to guide the performance all work plan tasks. MGT's success in managing complex studies is a result of incorporating project management and an in-person discussion about project expectations, deliverables, methodologies, and then finalizing a work plan that meets the client's needs.

MGT also proposes establishing a secure FTP site for the City. We will use the site to share documents, data, calendars, and reports. The FTP site is password protected and access is provided to individuals whose access is necessary to upload, review, and download information.

PROPOSED WORK PLAN

MGT's proposed work plan is presented in the sections below. The sequence of work tasks for disparity studies is not linear in occurrence, therefore, some tasks will not begin in the order presented. In addition, it should be noted that a Project Management task is incorporated and integrated into the proposed work plan from the start to the finish of the disparity study. To ensure the proposed work plan is fully aligned with the City's expectations and needs the work plan will be reviewed with the City as part up project start-up and will be revised as needed. A well-defined Project Management (PM) system is essential on a project such as this one.

TASK 1.0: PROJECT MANAGEMENT

OBJECTIVES

- ◆ Manage and oversee timely and accurate completion of project deliverables.
- ◆ Maintain regular communication with the City's project management staff.
- ◆ Provide oversight and management of consulting staff and subcontractors.
- ◆ Ensure quality control of all deliverables.
- ◆ Meet with the City's personnel as requested.

ACTIVITIES

- I.1 Provide monthly status reports in a form as requested by the City.
Status reports shall include, but not limited to: accomplishments, pending tasks, roadblocks, personnel utilization with number of hours, percentage of task completed.
- I.2 Conduct weekly meetings with MGT project staff.
- I.3 Conduct weekly meetings with subcontractors as their work begins.
- I.4 Maintain consistent communication with the City Project Manager by establishing scheduled meetings during the project.
- I.5 Update and manage project schedules.

- I.6 Utilize MGT's quality control process for all deliverables.
- I.7 Schedule and conduct interim meetings with City management.

DELIVERABLES

- ♦ Monthly progress reports.
- ♦ Updated project schedules.
- ♦ Conduct interim meetings via conference/video calls.

TASK 2.0: INITIATE PROJECT AND FINALIZE WORK PLAN

OBJECTIVE

- ♦ Establish a final, mutually acceptable detailed work plan, schedules, project deliverables, and relationships.

ACTIVITIES

- 2.1 Meet with the City's Project Manager and key personnel to initiate the project and establish reporting and working relationships.
- 2.2 Discuss the format, availability, and accessibility of the data MGT needs in order to conduct the study. Thoroughly explain the data evaluation process and distribute Data Evaluation Questionnaire.
- 2.3 Conduct kick-off meeting.
- 2.4 Prepare a draft list of definitions to be used for the study.
- 2.5 Review draft data parameters with the City's Project Manager. Make appropriate changes to the parameters.
- 2.6 Develop recommended changes to the work plan based upon the discussion of data availability and accessibility.
- 2.7 Finalize work plan.

DELIVERABLE

- ♦ Final and mutually agreed upon work plan.

TASK 3.0: REVIEW POLICIES, PROCEDURES, AND PROGRAMS

OBJECTIVES

- ♦ Identify and analyze relevant City policies, procedures, practices, and programs during the relevant time period of the study.
- ♦ Review previous disparity studies conducted for the City, if applicable.

ACTIVITIES

- 3.1 Obtain and review contracting and purchasing manuals currently in use.

- 3.2 Interview City staff, to include but not be limited to elected and appointed officials responsible for issuing contracts. Discuss the following with personnel:
- Methods contracts are awarded.
 - Discuss procurement policies.
 - Actual procurement practices.
 - Methods of advertising procurement opportunities.
 - Changes that contracting and purchasing policies have undergone during the relevant study period and the effect on City contracting.
- 3.3 Review City policies and procedures that guide the M/WBE contracting.
- 3.4 Review previous disparity studies and any other disparity studies conducted in the City's market area.
- 3.5 Examine how policies impact the data collection methodology.
- 3.6 Obtain and review M/WBE program policies within the City's market area.

DELIVERABLE

- ♦ Conduct a detailed, in-depth review of the City's purchasing and contracting policies and procedures found in the City Code.

TASK 4.0: CONDUCT DATA EVALUATION

OBJECTIVES

- ♦ Evaluate the availability, access, format, and completeness of the data for the study period.
- ♦ Determine the appropriate statistical methodology for extraction and analysis of payment and contract data.
- ♦ Prepare data collection plan for collecting, analyzing, and reporting the data.
- ♦ Design table templates for reporting prime and subcontractor analyses.

ACTIVITIES

- 4.1 Work with the City Project Manager to identify personnel with knowledge of vendor, procurement, bidder, and subcontractor data. The City's personnel may include but are not limited to IT personnel, finance personnel, procurement personnel, and contracting personnel.
- 4.2 Meet with identified City personnel to determine how payment, vendor, bidder, and subcontractor data are maintained.
- 4.3 Review existing payment databases. Summarize information in databases and files; record volumes, dollar amounts over time, and ease of accessibility to the information in those databases.
- 4.4 Administer an online data evaluation survey to personnel knowledgeable of type, format, and availability of vendor, payment, bidder, and subcontractor data.

- 4.5 Develop methodology to collect utilization data. Revise work plan and project schedule based upon outcomes of the data evaluation.
- 4.6 Review and receive approval for data collection methodology from the City Project Manager.

DELIVERABLE

- ♦ Collection of prime, subcontractor, MWBE, and vendor data.

MILESTONE

- ♦ Data collected.

TASK 5.0: DETERMINE PRODUCT MARKET

OBJECTIVES

- ♦ Collect electronic utilization, vendor, prime, and subcontractor data.
- ♦ Collect and develop the City's Master Availability Database.

ACTIVITIES

- 5.1 Work with appropriate City personnel to transfer available data to a PC-compatible environment.
- 5.2 Collect data from outside sources, i.e., local and state MWBE certification lists, commercial building permits.
- 5.3 Design a computerized database to record and analyze market area, business type, and utilization data.
- 5.4 "Clean" data elements for consistency, formatting, and verification. This will include the removal of unnecessary data, e.g., employees, other government agencies, nonprofit organizations, and other data elements as appropriate.
- 5.5 To the extent possible, identify the race and/or gender of each firm's owner.
- 5.6 Assign NIGP/NAICS codes to the utilization data for industry categories: construction, construction-related professional services (includes architectural and engineering), and general services.
- 5.7 Design separate utilization tables for prime and subcontractor analyses, which will include analyses by industry category and MWBE groups.
- 5.8 Calculate utilization by NIGP/NAICS code.

DELIVERABLE

- ♦ Develop a representative list of services typically procured by the City.

TASK 6.0: DETERMINE THE RELEVANT GEOGRAPHIC MARKET

OBJECTIVE

- ♦ Establish the relevant geographic market analysis for MWBE for each type of procurement.

ACTIVITIES

- 6.1 From the statistics gathered from vendor and utilization data, determine the location of successful vendors. Confirm the geographic area from which prime and subcontractors or vendors are hired for each type of procurement
- 6.2 Where necessary, research, verify, and update vendor location data in the City's Master Availability Database.
- 6.3 Adjust utilization data for brokers and related issues.
- 6.4 Discuss the options of determining the relevant geographic market.

DELIVERABLE

- ◆ Market area report for each procurement category showing location of firm, number of contracts/payment, percentage of contracts/payment, number of firms, percentage of firms, dollar amount, and percentage of dollar amount.

TASK 7.0: ESTIMATION OF MWBE AVAILABILITY

OBJECTIVES

- ◆ Determine the pool of available contractors, subcontractors, and vendors who can provide services to the City:
 - By industry category.
 - By MWBE classification.
 - In the relevant market area.
- ◆ Analyze the availability of MWBE firms in the market area.

ACTIVITIES

- 7.1 From all lists collected, create a Master Availability Database of contractors/vendors. To the extent feasible, from available information, the Master Availability Database will include data and information for each firm that will enable us to classify firms according to the established criteria. Examples of information include, but are not limited to:

– Name	– Contact Person	– Certification Status	– Total Annual
– Address	– MWBE Status	– Year Founded	Revenues
– Telephone	– Race, Ethnicity,	– Number of	– Description of
Number	Gender	Employees	Services Provided by
			NAICS*/NIGP Code*
- 7.2 Using the data collected, determine the number of available firms by MWBE category in the relevant market area.
- 7.3 Prepare a preliminary availability report showing the number, availability, and location of MWBEs in the market area in each of the identified procurement categories.

**For any data received using North American Industry Classification System (NAICS) codes, we will conduct a crosswalk to translate NAICS codes to NIGP or NIGP codes to NAICS codes.*

- 7.4 Review the preliminary availability analysis with the City Project Manager and make appropriate revision.

DELIVERABLES

- ♦ Prepare a preliminary availability study and report showing the percentage of availability by MWBE and non-MWBE classifications and industry classifications in the market area.
- ♦ Deliver a complete listing of available firms in an electronic format.

TASK 8.0: CONDUCT UTILIZATION ANALYSIS

OBJECTIVES

- ♦ Determine the percentage of prime and subcontractor utilization in the specified industry categories to MWBEs and non-MWBEs during the relevant time period by relevant market area.
- ♦ Analyze utilization for the City.
 - By procurement type: construction, construction-related professional services (includes architectural and engineering), and general services, and goods as defined by the City.
 - By a minimum of three-digit NIGP, NAICS, or designated code.
 - By year and in summary.
 - By dollar amount and percentages.
 - By MBE, WBE, and non-MWBE status.

ACTIVITIES

- 8.1 For the study period, compile, categorize, and analyze MWBE and non-MWBE participation for contracts and payments within the market area.
- 8.2 Analyze data to create a summary report with percentage and dollar amounts of awards or payments for each year and in total by procurement category and MWBE classification.
- 8.3 Review the preliminary utilization analysis with the City Project Manager and make appropriate revisions.

DELIVERABLE

- ♦ Utilization report of MWBE and non-MWBE firms in the relevant market area by industry classification.

TASK 9.0: CONDUCT DISPARITY ANALYSIS

OBJECTIVES

- ♦ Compare utilization and availability data to determine the levels of disparity (if any).
- ♦ Calculate the disparity indices for each procurement category by business classification group, prime contractor and subcontractor, any other categories deemed necessary to meet the objectives of the study or case law, and similar size grouping of contracts (cohort analysis).

ACTIVITIES

- 9.1 Develop a draft set of disparity analyses (in the form of report layouts) to be conducted.
- 9.2 Subject disparity analyses to statistical tests to determine statistical significance
- 9.3 Review the disparity calculations and standard deviation tests with the City's Project Manager, and make appropriate revisions.
- 9.4 Utilizing the disparity analyses, conduct t-tests to determine if there is a statistical difference between utilization and availability.
- 9.5 Review the preliminary disparity analysis with the City's Project Manager and make appropriate revisions.

DELIVERABLE

- ♦ Set of disparity indices, standard deviation tests by industry categories for each of the following categories:
 - MWBE classification.
 - Non-MWBE classification.
 - Prime contractor.
 - Subcontractor.

TASK 10.0: ANECDOTAL EVIDENCE OF DISCRIMINATION

OBJECTIVES

- ♦ If evidence of discrimination exists, identify, analyze, and document unlawful discrimination during the study period that have affected the ability of MWBE firms to enter and prosper in the relevant market area. Include an analysis of judicial and administrative data regarding allegations of disparate treatment of contractors, distributors, consultants, and vendors.
- ♦ Determine through anecdotal activities and to what extent, evidence exists that the City or their contractors engaged in unlawful discriminatory practices during the study period.
- ♦ Document all evidence or lack of evidence found.
- ♦ Obtain business and demographic information from available vendors by MWBE and non-MWBE groups and each procurement category.
- ♦ Gather additional factual predicate information on barriers, if any, faced by MWBE firms working with the agency, prime, and in the private sector.
- ♦ Obtain data concerning MWBE and non-MWBE access to credit and capital needed to do business with the City.

ACTIVITIES

- 10.1 Schedule and conduct 30 in-depth interviews with area businesses to seek information on the history of MWBE utilization, discrimination faced, and impediments to MWBE participation in procurement and contracting.

- 10.2 Schedule and hold discussions with five area stakeholders, e.g., trade associations and business organizations that provide professional development for MWBE firms.
- 10.3 Conduct two public hearings. The public hearings will provide the business community the study objects, task, and timelines, and will collect testimony from business owners regarding their experiences in doing business with or attempting to business with the City.
- 10.4 Design survey questionnaires. The surveys will obtain questions on the following subjects:
- Utilization in the private and public sectors.
 - Type of services provided.
 - Capability and capacity limitations.
 - Financing, insurance, and bonding.
 - Size of firm.
 - Subcontracting.
 - Business growth.
 - Ownership structure.
 - Race, MWBE identity, and gender of owner(s).
 - Private business experiences.
 - Annual revenue by source categories.
- 10.5 Review questionnaire with the City Project Manager and make appropriate revisions.
- 10.6 Draw a stratified random sample of firms from the Master Anecdotal Database.
- 10.7 Conduct survey of business owners.
- 10.8 Track the responses, over the agreed-upon time period, in an attempt to collect a statistically valid number of completed surveys with a 95 percent confidence level with a +/- 5 percent margin of error and a final edited questionnaire response data file.
- 10.9 Analyze responses by MWBE group, procurement category, firm size, and other variables. Use cross-tabs to analyze differing responses according to demographic characteristics.
- 10.10 Test for statistically significant differences in response rates.
- 10.11 Produce report of findings from survey of vendors.
- 10.12 Prepare draft report of anecdotal data analysis.
- 10.13 Review draft report with the City Project Manager and make appropriate revisions.
- 10.14 Submit final report of anecdotal data analysis.

DELIVERABLE

- ♦ Report that identifies, from personal interviews, testimonies, and evidence (or lack thereof) of discriminatory patterns or practices by the City or their primes during the study period.
- ♦ A report describing the survey of a statistically reliable sample of available contractors, subcontractors, and vendors.

MILESTONES

- ♦ Design and finalize survey questionnaire.
- ♦ Conduct surveys.
- ♦ Analyze surveys.

TASK 11.0: CONDUCT PRIVATE SECTOR ANALYSIS

OBJECTIVE

- ♦ Determine if major disparity exists between race and gender of firm owners in the private marketplace that affects the ability of firms to win agency contracts.

ACTIVITIES

- 11.1 Gather from census, Survey of Business Owners (SBO), building permits data on firms and their revenues from private sources that coincide with the types of construction purchased by the City.
- 11.2 Analyze MWBE subcontractor utilization by the City's prime contractors.
- 11.3 Analyze MWBE utilization in a statistically valid sample of private sector projects based on vendor lists associated with the City and private firms.
- 11.4 Calculate disparity indices based on utilization and availability estimates for private firms taking into account NIGP/NAICS codes.
- 11.5 Prepare a report describing findings on MWBE utilization in the private sector and review with the City Project Manager.

DELIVERABLE

- ♦ Private sector utilization report.

TASK 12.0: CONDUCT REGRESSION ANALYSIS

OBJECTIVES

- ♦ Conduct an econometric analysis to determine the relationships between MWBE and non-MWBE factors in explaining the levels of disparity among firms by MWBE category and the impact of MWBE on firm earnings.
- ♦ Conduct econometric analyses to examine the relationships between MWBE and non-MWBE firms that are doing business in the private sector.

ACTIVITIES

- 12.1 Review data from the survey of firms ready, willing, and able to do business with the City.
- 12.2 Identify model(s) to be tested through multivariate and logit regression and other econometric techniques.

- 12.3 Conduct preliminary runs and identify final models. Describe the methods and procedures used to sample and collect all original data, and document sources of all data included in the regression analyses for inclusion in report.
- 12.4 Illustrate the regression models under investigation, including data elements dependent and independent as well as constant.
- 12.5 Describe the implications of the results on the City's participants.
- 12.6 Present the findings to the City Project Manager.

DELIVERABLE

- ♦ A report of the findings and outcomes of the econometric analysis in terms of the contribution that each independent or explanatory variable in the model makes towards explaining differences or variation in the dependent variable.

TASK 13.0: REVIEW EFFECTIVENESS OF RACE- AND GENDER-NEUTRAL REMEDIES

OBJECTIVES

- ♦ Identify race- and gender-neutral remedies to ameliorate identified disparities.
- ♦ Evaluate the effectiveness of race- or gender-neutral remedies to rectify identified disparities.

ACTIVITIES

- 13.1 Collect data and create tables on MWBE participation in other major race- and gender-neutral business development programs operated by other entities within the relevant market area.
- 13.2 Conduct key informant interviews.
- 13.3 Prepare draft report on race- and gender-neutral programs.

DELIVERABLE

- ♦ Report identifying the outcome of race- and gender-neutral remedies during the study period.

TASK 14.0: "BUT FOR" DISCRIMINATION ANALYSIS

OBJECTIVES

- ♦ Analyze whether the availability of MWBE firms has been impacted by discrimination.
- ♦ Provide a regression, probability, and other statistical analyses.

ACTIVITIES

- 14.1 Conduct logit analysis of disparities in entry into self-employment using PUMS data.
- 14.2 Conduct logit analysis of disparities revenue from self-employment using PUMS data.
- 14.3 Prepare a report describing findings on MWBE availability and utilization and review with the Project Manager.

DELIVERABLE

- ♦ Non-goal analysis.
- ♦ Report identifying the outcome of race- and gender-neutral remedies during the study period.

TASK 15.0: RECOMMENDATIONS

OBJECTIVES

- ♦ Identify race- and gender-related remedies to ameliorate identified disparities.
- ♦ Identify specific statistically significant disparities for which race- or gender-neutral remedies will not correct.
- ♦ Identify narrowly tailored race- and gender-based remedies needed to correct patterns or practices that race- and gender-neutral remedies will not correct.

ACTIVITIES

- 15.1 Utilizing the results of the utilization, availability, and disparity analyses identify race- and gender-neutral remedies to ameliorate disparity.
- 15.2 Identify problem areas, if any, where race- and gender-neutral remedies will not correct the problem.
- 15.3 For each problem area (or groups of areas) identify narrowly tailored race- and gender-based remedies.
- 15.4 Develop alternative solutions and recommendations for the City to consider for modifying its contracting practices in the procurement of construction (horizontal and vertical), professional services, other services, and commodities to ensure constitutionality and effectiveness.
- 15.5 Provide recommendations on program structure, aspirational goals, outreach, monitoring, etc.
- 15.6 Review draft report on recommendations with the City Project Manager and make appropriate revisions.
- 15.7 Submit final report of recommendations.

DELIVERABLES

- ♦ Report identifying race- and gender-neutral remedies to ameliorate disparities, if any.
- ♦ Report identifying problem areas, if any, that race- and gender-neutral remedies will not correct and that identifies needed narrowly tailored race- and gender-based remedies.
- ♦ Report identifying problem areas, if any, in which race- and gender-specific remedies may be subject to legal challenge and which identify narrowly tailored alternatives.

PREPARE AND PRESENT FINAL REPORTS

OBJECTIVES

- ♦ Prepare a final report that incorporates the findings and conclusions from all project work tasks.

- ◆ Prepare a succinct Executive Summary.
- ◆ Meet with City representatives to answer questions regarding the final Disparity Study report.
- ◆ Prepare an oral presentation outlining the study and its findings.

ACTIVITIES

- I6.1 Develop comprehensive final disparity study report.
- I6.2 Submit to the City one photo-ready hard copy and one electronic copy in “.pdf” format of the final reports.
- I6.3 Deliver copies of all computer-based databases developed in the course of the study in Microsoft Access on CD accessible by Microsoft Windows. The databases can be used for further analysis and updating by the City.
- I6.4 Within one month following the completion of the Disparity Study report, provide formal presentation(s) to the City.

DELIVERABLES

- ◆ A comprehensive final report that incorporates the results and findings into a well-organized, written report. The report will include a succinct Executive Summary that may be easily referenced and used.
- ◆ Copies of computerized databases developed during the study.
- ◆ Two oral presentations or workshops of the report and its findings, conclusions, and recommendations.

ASSUMPTIONS

The work plan and budget for this proposal were developed with several key assumptions about the project. Changes to these assumptions may impact both our methodology and project costs. We welcome the opportunity to meet with the City Project Manager to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

GENERAL

1. Some tasks will be conducted concurrently, when possible.
2. There will be designated senior staff at the City and MGT to resolve any conflicts that arise.
3. All products from this study (e.g., survey instruments, study database, notes, work papers, etc.) will become the property of the City.
4. MGT expects to have complete and timely access to necessary documents and personnel.
5. MGT assumes the project management tools, cost accounting, and time keeping systems selected for this project will be common off-the-shelf software packages that do not require significant specialized knowledge of the software. More sophisticated applications may require more effort to implement and/or the assistance of a qualified vendor representative.
6. The City will collect subcontractor data from hardcopy contract files.

7. The report will make recommendations to the extent possible; some findings will not result in recommendations.
8. The City has the right to review and reject any MGT personnel proposed for or assigned to this engagement.
9. MGT is willing to negotiate adjustments in the proposed cost should the City and MGT mutually agree upon reduction or increases to the scope of the project.
10. MGT will have access to and cooperation and participation by staff and management.
11. MGT will receive all requested electronic data either in Microsoft Excel, Access, comma delimited file, or any combination thereof.

CITY PROJECT MANAGER

12. The City will assign its own Project Manager to this engagement. This person will function as the single point of contact for the project, and coordinate and facilitate the flow of information and communication between MGT and project stakeholders. As well, this person has the authority to make decisions on a daily basis in the management of this engagement.
13. The City Project Manager will ensure comments on the draft reports from select project stakeholders are consolidated into a single document for each entity, and any conflicting comments are reconciled before delivering the comments to MGT.

MEETINGS

14. MGT will meet with City personnel quarterly to review and discuss the study's progress, activities pending, etc.
15. MGT will conduct the project kick-off and status meetings at a location specified by the City.

PUBLIC MEETINGS

16. The City will pay for the creation and posting of notices of public meetings related to this work.
17. The City will reproduce materials for public participation meetings at its own expense.
18. The City Project Manager will arrange for MGT to utilize public space for all community-input events at no cost to MGT.
19. There will be two public meetings held. Locations will be determined in consultation with the City. Additional meetings will be performed as requested, and compensated on a time and material basis.
20. MGT will provide a specified number of copies of all documents for the public meetings.
21. The City will manage the distribution of invitations for the public meetings.
22. MGT or designated subconsultant will go to the location one day in advance of the public meetings to ensure the facilities are adequate.

STATUS REPORTS

- 23.** MGT will provide monthly project status reports on study activities, action items, timeline, and unresolved issues with regard to how MGT's work is progressing.
- 24.** MGT will provide a report at the completion of the preliminary utilization, availability, and disparity analyses.

DRAFT/FINAL REPORTS

- 25.** MGT will make two presentations of the final report. Additional presentations will be performed as requested, and compensated on a time and material basis.
- 26.** MGT will provide the specified number of hard copies of the draft and final reports as well as electronic copy of the final report as outlined in the work plan.
- 27.** The City will provide a formal consolidated set of written response/comments to the draft report within two weeks of receiving it from MGT.

TERMS

- 28.** The terms and conditions in this proposal are valid throughout the duration of the contract. Should MGT be awarded the contract, MGT and the City must mutually agree upon the final provisions of the contract, which may include revisions to the contract terms.

TIME LINE

Our proposed time line is shown below in **Exhibit 1**. MGT anticipates it will take approximately twelve months from the notice to proceed to complete this project.

PROPOSED TIME LINE

[illegible]

KEY PROJECT STAFF

The key to the success of any consulting project are the expertise, skills, and quality of the proposed staff. MGT's team for this project worked together on the City's disparity study and has provided post-study implementation support and technical assistance on similar studies. Brief descriptions of project assignments and biographical sketches of key personnel follow.

Dr. Fred Seamon, Ph.D., Executive-in-Charge and Executive Vice President. Dr.

Seamon has over 30 years of consulting, research, and graduate teaching experience. While on the graduate faculty at Florida State University he conducted several major research studies related to diversity, equity, and inclusion in public employment. As a member of the research faculty in the Pepper Institute on Aging, he also conducted research on social and economic disparities among minority elderly populations.



- ✓ He was the project director for MGT's first disparity study in 1990 and has continuously conducted disparity studies for over 25 years.

To date, he has played a major role in over 100 of MGT's disparity studies.

Reginald Smith, Project Director and Vice President, Disparity Research. Mr.

Smith is nationally recognized for managing and directing disparity studies and is the leader of MGT's disparity team and MGT's disparity study business unit. He has directed over three dozen studies since joining MGT and has managed some of the largest disparity studies in the country.



- ✓ Directed the State of Texas disparity study, which is the largest disparity study ever conducted.
- ✓ Directed the City of New York disparity study—the second largest study to be conducted.

He played a key role in developing and refining MGT's methodology and quality standards for conducting disparity studies. Mr. Smith is a highly skilled project manager with the knowledge and skills necessary to manage the complexity of disparity study. In addition to his disparity study experience, Mr. Smith has extensive knowledge in consulting, training, and public relations services to private and public sector agencies, particularly in local government. He has in-depth understanding of the environment in which cities, counties, school boards, and public authorities operate and also has served as team member on a number of performance reviews in several states. Prior to consulting, he spent over 15 years in various managerial and administrative positions with state agencies.

Ms. Vernetta Mitchell, Co-Project Director and Manager, MGT Disparity

Services. Ms. Mitchell is an expert in minority business program development and has developed and managed small, minority, and women business programs within local government and private sector companies for over 21 years.



- ✓ Held the position of MWBE Program Director for the City of Charlotte.

Since joining MGT, Ms. Mitchell has participated on more than 30 disparity studies, on many she was the project director. She has extensive knowledge in project management, project scheduling, analytical

reporting, facilitation, and public relations. Ms. Mitchell has developed and evaluated prequalification criteria for construction management firms. Ms. Mitchell's experience in construction procurement, goods and services procurement, and program administration has expanded her expertise in qualitative data collection, interpretation of procurement policies and procedures, and program expansion or improvement recommendations.

Mr. Andres Bernal, J.D., Data Manager and Senior Consultant. Mr. Bernal has research experience in economic theories, including Microeconomic Theory, Macroeconomic Theory, Econometrics, Urban Economics, Experimental Economics, Human and Labor Resource Economics, and Regression Analysis. He has done extensive research using statistics and mathematical computations to analyze data. Mr. Bernal has extensive experience in SAS, SPSS, database design, Excel, PowerPoint, File Maker Pro, Word Perfect, Microsoft Word, and conducting Internet research. He is bilingual with fluency in English and Spanish.



Mr. Robert Holloway, Director of Operations. Mr. Holloway has over 17 years of management consulting experience across many practices, leading projects and serving clients in over 30 states. His primary area of expertise is in evidence-based strategic planning, informed by stakeholder engagement and economic, educational, and demographic data. Mr. Holloway has led numerous efforts to estimate and forecast market demand, supply, and workforce gaps, and to leverage resulting information to assist clients in the development of novel strategies and delivery models to best serve the unique and diverse needs of customers and constituents.



Mr. Holloway's efforts over the last several years have emphasized technology, serving in project management, stakeholder engagement, and requirements development roles on design and implementation teams for IT projects ranging in scale to over \$30 million. His efforts to identify and document stakeholder needs and design responsive systems have been recognized and adopted by statewide agencies as a standard for systems design. He has played key roles in helping to architect and refine student longitudinal data systems that link educational outcomes with workforce data in both Florida and Kentucky, helping these states to respond to the heightened national emphasis on institutional accountability and outcomes.

Mr. Brett Swendig, Senior Consultant. Mr. Swendig has been working as a research associate and consultant for over four years at MGT. He assists the disparity team in developing market availability databases, assigning NAIC's codes to vendors, and survey collection.



Mr. Swendig's consulting experience has given him the knowledge and experience of governmental budgeting, finance, accounting, and operations. In addition to his disparity study research experience, Mr. Swendig has expertise in development of cost allocation plans (CAPs) in accordance with generally accepted accounting principles (GAAP); development of CAPs in accordance with federal principles; assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources; development of indirect cost rate proposals (ICRPs); and user fee studies for cities including, but not limited to, parks, police, fire, and public works.

Prior to working at MGT, he has experience working as a director of a nonprofit organization, managing a number of programs and over 30 employees within the organization. Mr. Swendig also has worked with San Juan County, Utah and the Navajo Nation governments as part of the Americorps VISTA program. During his time there, he managed a housing project and youth programs on the Navajo reservation. In graduate school, Mr. Swendig assisted the OneStar Foundation in developing a report that analyzed the infrastructure of nonprofit organizations within the state of Texas that provided capacity building services and support to other nonprofit organizations.

Mr. William Fiorito, Statistical Analyst. Mr. Fiorito has strong project management, analytical skills, and experience in written communications and research. He has experience performing human resources studies, survey design and implementation, as well as market research. His primary responsibilities include obtaining, compiling, and analyzing complex information and data for projects, supporting the project director with project compilation, as well as writing and editing reports.



◆◆◆

Provided in Attachment A is our detailed cost proposal for your consideration. If you have any questions about this proposal, please do not hesitate to contact me at (850) 386-3191 ext. 2003 or rsmith@mgtconsulting.com.

Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reginald A. Smith'.

Reginald A. Smith
Vice President

Attachment

ATTACHMENT A - COST PROPOSAL

MGT is prepared to conduct this project for an all-inclusive cost of \$175,000. **Exhibit 2** presents a summary of the total estimated cost and **Exhibit 3** provides the detail of our proposed professional fees, including personnel, estimated hours, and hourly rates inclusive of overhead and profit.

EXHIBIT 2 ESTIMATED SUMMARY OF EXPENSES

ESTIMATED EXPENSES	COST
Travel Costs	\$12,010
Airfare	\$7,550
Lodging	\$1,920
Rental Car	\$1,440
Per Diem	\$1,100
Supplies, Materials, and Other Indirect Costs	\$1,335
Printing Costs	\$300
Postage	\$325
Telephone, Fax, Etc.	\$210
Data Purchases	\$500
Subcontractors	\$24,550
Personnel Costs	\$137,105
TOTAL COST	\$175,000

EXHIBIT 3
PROFESSIONAL FEES AND PROJECT HOURS DETAILS

WORK TASKS	Project Director <i>R. Smith</i>	Executive-in-Charge <i>F. Seamon</i>	Legal/Policy Review <i>R. Holloway</i>	Anecdotal Team <i>V. Mitchell</i>	Statistical Analysis <i>A. Bernal</i>	Analyst <i>B. Swendig</i>	Analyst <i>W. Florito</i>	Analyst <i>D. Goldstein</i>	Team Member <i>Sub: Dickey</i>	Team Member <i>Sub: Oppen</i>	Editorial/Clerical	TOTAL HOURS	PROFESSIONAL FEES	TRAVEL COSTS	DIRECT COSTS	TOTAL COST PER TASK
1.0 Project Management Objectives	30	4	10	30							2	76	\$16,350	\$2,550	\$835	\$19,735
2.0 Initiate and Finalize Work Plan	10	10		10	10				2		2	44	\$9,430	\$4,100		\$13,530
3.0 Review Policy, Procedures, and Programs		19									3	22	\$4,965			\$4,965
4.0 Conduct Data Evaluation, Collection, and Cleaning	4			4	35	70	10	10			1	134	\$24,530			\$24,530
5.0 Determine Product Market					10	10	10				2	32	\$5,130			\$5,130
6.0 Determine Relevant Geographic Market	2			2	10	16	2				2	34	\$6,300			\$6,300
7.0 Estimation of D/M/WBE Availability	4	2	2	4	10	10	8				2	42	\$7,610		\$500	\$8,110
8.0 Conduct Utilization Analysis	7	3	2	2	15	20	6				3	58	\$11,000			\$11,000
9.0 Conduct Disparity Analysis	8	2	2	2	15	8					3	40	\$8,080			\$8,080
10.0 Collect and Analyze Anecdotal Information	20		6	30	9			12	98	94	2	271	\$39,350	\$2,550		\$41,900
11.0 Conduct Private Sector Analysis					10	5	15				2	32	\$4,705			\$4,705
12.0 Conduct Regression Analysis			1		9	4					3	17	\$2,990			\$2,990
13.0 Review Effectiveness of Race-and Gender-Neutral Remedies	1				4						1	6	\$1,125			\$1,125
14.0 "But For" Discrimination Analysis					3						2	5	\$710			\$710
15.0 Recommendations	2			2							2	6	\$950			\$950
16.0 Prepare and Present Final Report	20	6	5	14	20	20					6	91	\$18,430	\$2,810		\$21,240
HOURLY RATE	\$245.00	\$255.00	\$220.00	\$190.00	\$210.00	\$190.00	\$105.00	\$105.00	\$175.00	\$75.00	\$40.00					
TOTAL HOURS	108.0	46.0	28.0	100.0	160.0	163.0	51.0	22.0	100.0	94.0	38.0	910				
TOTAL COST	\$26,460	\$11,730	\$6,160	\$19,000	\$33,600	\$30,970	\$5,355	\$2,310	\$17,500	\$7,050	\$1,520		\$161,655	\$12,010	\$1,335	\$175,000