

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

<b>Meeting Date</b> 7/22/14	<b>Open Agenda</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Special Order Request</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Agenda Item Number</b> EE-6
<b>RFP Recommendation of \$500,000 or Less</b> <b>15-022B – Disparity Study Consultation Services</b>			
<b>REQUESTED ACTION:</b>			
Approve the recommendation for award for the above contract.			
<b>Contract</b> <b>Term</b> July 23, 2014 through July 22, 2015 1 Year	<b>User</b> <b>Department</b> Supplier Diversity & Outreach Program	<b>Award</b> <b>Amount</b> \$250,000	<b>Vendor(s)</b> <b>Awarded</b> Mason Tillman Associates, LTD.  <b>M/WBE</b> <b>Vendor(s)</b> None
<b>SUMMARY EXPLANATION AND BACKGROUND:</b>			
<p>The School Board of Broward County, Florida (SBBC) received two (2) proposals for RFP 15-022B Disparity Study Consultation Services. Awardee will conduct a comprehensive, legally-defensible disparity study for SBBC of its procurement practices, through statistical analysis, of contracting expenditures (construction, professional services, goods, and services), and evaluation of economic and sociologic studies of the marketplace applicable to Broward County, Florida, to determine whether a disparity exists in the award of procurement contracts to minority and women-owned business enterprises.</p> <p>This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p>			
<b>SCHOOL BOARD GOALS:</b>			
<input type="checkbox"/> •Goal 1: High Quality Instruction <input checked="" type="checkbox"/> •Goal 2: Continuous Improvement <input type="checkbox"/> •Goal 3: Effective Communication			
<b>FINANCIAL IMPACT:</b>			
<p>The estimated financial impact will be \$250,000. Funding for this study will come from the Supplier Diversity &amp; Outreach Program's operating budget. Recommended Awardee originally offered a cost of \$250,000 to conduct and provide the disparity study, and a cost of \$375 per hour to provide expert witnesses, if necessary. Through negotiations, the cost of the study was reduced from \$250,000 to \$247,000, and if an expert witness is necessary to provide testimony, the cost to the District will be \$250 per hour. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated value.</p>			
<b>EXHIBITS: (List)</b>			
1. Agreement 2. Recommendation/Tabulation 3. Tabulation Worksheet (RFP 15-022B)			
<b>BOARD ACTION:</b>		<b>SOURCE OF ADDITIONAL INFORMATION:</b>	
<div style="font-size: 2em; font-weight: bold; margin: 0;">APPROVED</div>		Ruby Crenshaw <span style="float: right;">754-321-0501</span>	
(For Official School Board Records' Office Only)		Name <span style="float: right;">Phone</span>	

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

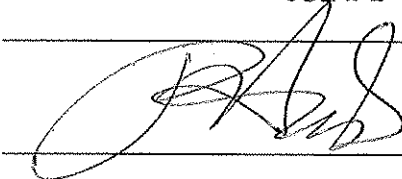
**Maurice L. Woods**  
**Chief Strategy & Operations Officer**  
**Office of Strategy & Operations**

*M.W.*

**JUL 22 2014**

Approved in Open Board Meeting on:

By:



School Board Chair

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 22<sup>nd</sup> day of July, 2014 by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**MASON TILLMAN ASSOCIATES, LIMITED CORPORATION**

(hereinafter referred to as "MASON"),

whose principal place of business is

1999 Harrison Street, Suite 1440

Oakland, California 94612

**WHEREAS**, SBBC desires to procure Disparity Study Consultation Services; and

**WHEREAS**, SBBC released RFP 15-022B to procure the consulting services; and

**WHEREAS**, MASON submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

**WHEREAS**, The Evaluation Committee assigned the highest amount of points to MASON who is considered to be the recommended Awardee; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 23, 2014 and conclude on July 22, 2015. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract. The Proposer agrees to this condition by signing its Proposal. Any renewal period shall be approved by an Amendment to this Agreement.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement  
Second: Addendum No. 1  
Third: RFP 15-022B – Disparity Study Consultation Services  
Fourth: Proposal submitted in response to the RFP by Mason Tillman Associates, LTD.

2.03 **Services:** MASON will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A, Scope of Services and Attachment D, Cost of Services.**

2.04 **M/WBE Participation.** MASON will provide for M/WBE participation during its performance of services under this contract agreement by using Q-Q Research Consultants (QQRC) and as set forth in MASON's proposal.

2.05 **Studies Conducted for SBBC.** Under the terms of this Agreement, MASON will be conducting studies for, or on behalf of SBBC. The purposes and scope of the study/studies are described as follows: Perform a Disparity Study by conducting a comprehensive, legally-defensible study of SBBC's procurement practices, through statistical analysis of contracting expenditures (construction, professional services, goods, and services), and the evaluation of economic and sociological studies of the marketplace, applicable to Broward County, Florida, to determine whether a disparity exists in the award of procurement contracts to minority and women-owned business enterprises. The study shall commence July 23, 2014 and conclude July 22, 2015. MASON acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

2.06 **Inspection of MASON's Records by SBBC.** MASON shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All MASON's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by MASON or any of MASON's payees pursuant to this Agreement. MASON's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. MASON's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

## ARTICLE 2 – SPECIAL CONDITIONS

(a) MASON's Records Defined. For the purposes of this Agreement, the term "MASON's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to MASON's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to MASON pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide MASON reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to MASON's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by MASON to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any MASON's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by MASON in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by MASON. If the audit discloses billings or charges to which MASON is not contractually entitled, MASON shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. MASON shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by MASON to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to MASON pursuant to this Agreement and such excluded costs shall become the liability of MASON.

## ARTICLE 2 – SPECIAL CONDITIONS

(h) Inspector General Audits. MASON shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

**2.07 Notice** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director of Supply Management & Logistics  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351

To MASON: Eleanor Ramsey, MPH.D  
1999 Harrison Street, Suite 1440  
Oakland, California 94612

With a Copy to: Eleanor Ramsey, MPH.D  
1999 Harrison Street, Suite 1440  
Oakland, California 94612

**2.08 Background Screening:** MASON agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of MASON or its personnel providing any services under the conditions described in the previous sentence. MASON shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to MASON and its personnel. The parties agree that the failure of MASON to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. MASON agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in MASON's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.09 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By MASON: MASON agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by MASON, its agents, servants or employees; the equipment of MASON, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of MASON or the negligence of MASON's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by MASON, SBBC or otherwise.

## **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to MASON of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay MASON for all services rendered through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.



### **ARTICLE 3 – GENERAL CONDITIONS**

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments A** and **Attachment D** are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.


**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

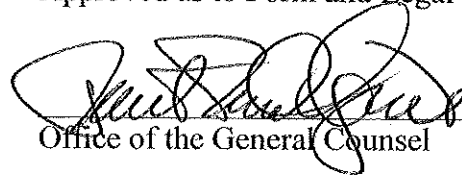
ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By

  
Patricia Good, Chair

Approved as to Form and Legal Content:

 05/09/14  
Office of the General Counsel



**FOR MASON**

MASON TILLMAN ASSOCIATES, LIMITED  
CORPORATION

ATTEST:

By

, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF California

COUNTY OF Alameda

The foregoing instrument was acknowledged before me this 7th day of  
May, 2014 by Eleanor Mason Ramsey of  
Name of Person  
Mason Tillman Associates, on behalf of the corporation/agency.  
Name of Corporation or Agency

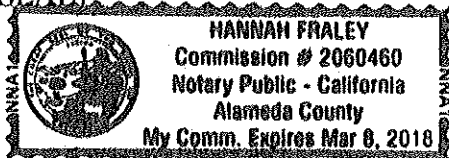
He/She is personally known to me or produced CA drivers license as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 3/8/18

Signature – Notary Public

Printed Name of Notary

(SEAL)



Notary's Commission No.

## 4.4.2: SCOPE OF SERVICES

### A. Introduction

Given the requirements outlined in the RFP and the legal standards defined by *Croson* and its progeny, Mason Tillman proposes to conduct the School Board's Disparity Study employing the approach detailed below.

### B. Scope of Services

#### Detailed Legal Review

The Study must conform to the standards set forth in *Croson* and its progeny. Therefore, Mason Tillman maintains a detailed legal review of all applicable laws and judicial findings to ensure that each of its studies will withstand strict scrutiny review. The legal review is updated as new decisions are adjudicated. A current legal analysis, maintained by Mason Tillman's legal advisors, will be provided to the School Board at no cost.

#### Prepare Preliminary Work Plan

Within 30 days of receiving the notice to proceed, a detailed workplan will be developed. It will identify the tasks to be completed and the major milestones. The delivery schedule for the work products will be stipulated.

#### Convene Project Kick-Off Meetings

At the inception of the Study, Mason Tillman proposes to convene a series of preliminary meetings with officers of the School Board in order to review the School Board's purchasing policies and contracting procedures as well as the M/WBE business policies, procedures, and programs. These meetings will ensure that the correct data is extracted from the School Board's financial records, including electronic payment and vendor data. These preliminary meetings will consist of at least two meetings with School Board staff.

- Manager Meetings

During the manager meetings, elements of a disparity study will be detailed and questions from the managers will be addressed. Also, the School Board's role in providing the prime contractors and subcontractor awards and payments will be established.

# ATTACHMENT A

- Database Staff Meeting

The database staff meeting will define the scope of the Study and determine the contract records available at School Board's offices in electronic and hard copy format. The utilization database structure will be described and the location of the School Board's contract and purchasing records will be determined. A system and schedule for retrieving the required electronic data will be developed.

## 1. Category A

### **MILESTONE 1**

#### *Task 1: Review Procurement and Contracting Policies and Procedures*

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Mason Tillman will review the School Board's policies, statutes, and regulations governing procurement during the study period, fiscal years 2008-2013. The review will include an examination of purchase types, procurement methods, and regulations as well as the relevant federal, state, and local laws governing the School Board's procurement. A determination will also be made as to whether or not the School Board's purchasing procedures allow for equitable and fair participation of M/WBEs in contracting opportunities. Mason Tillman will summarize all relevant policies, procedures, statutes, and regulations and provide an analysis to the School Board. Any policy and procedural remedies will be included as race and gender-neutral recommendations.

#### *Task 2: Identify Categories of Contracts*

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Industry-specific categories of professional services, business services, commodities, and construction contracts, awarded by the School Board, will be determined in accordance with NIGP codes. A bridge will be used to translate the NIGP codes to NAICS codes for purposes of industry classification and analysis. In the absence of an industry classification system or incomplete coding, contract description will be used to classify the industries. The coding will be undertaken in consultation with the School Board when the codes are not available, or if classifications are not clearly delineated.

Each contract will be reviewed to determine its industry category. Specifically, each contract will be classified by NAICS code into one of the industries to be studied. All NAICS code assignments will be submitted to the School Board for review.

Mason Tillman's database staff will coordinate with the School Board to secure complete payment and award records for the contracts in each of the above industries studied. The provided prime contract records for each industry will be cleaned before the analysis can be performed.

### **Deliverable: Industry Classification Tables**

## Task 3: Define Relevant Geographic Market Area

*Croson* was explicit in stating that the local construction market was the appropriate geographical framework within which to perform statistical comparisons of business availability and business utilization. Therefore, the identification of the local market area is particularly important because it establishes the parameters within which to enumerate available businesses.

A cluster analysis will be the basis for determining the geographic distribution of contracts by industry, contract dollars, and contract awards. Mason Tillman will analyze the number of contracts and the dollars awarded by the School Board to map the location of the utilized businesses.

## **MILESTONE 2**

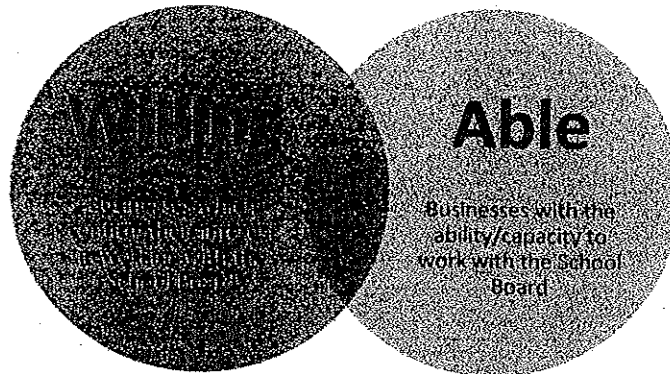
### Task 4: Perform Availability Analysis

Availability is the crux of a constitutionally sound disparity study. *Croson* defines "availability" as the number of businesses in the jurisdiction's market area which are willing and able to provide the needed goods or services.<sup>16</sup> Therefore, a constitutionally sound analysis must address the capacity of the businesses willing to perform the jurisdiction's contracts. The methodology to enumerate available M/WBEs and non-M/WBEs within the market area is based on two factors: (1) the firms' interest in doing business with the School Board, as implied by the term "willing," and (2) the firms' ability or capacity to provide goods or services, as implied by the term "able." Capacity will be measured for all willing businesses. Only businesses which confirm their willingness to contract with the School Board will be included in the analysis.

A combination of methods will be used to identify willing and able businesses that could perform the contracts awarded by the School Board and its prime contractors during the study period. Ability will be determined through a business profile assessment and a size analysis of awarded contracts. The businesses which provide the specific goods and services procured by the School Board will be used in the statistical analysis.

<sup>16</sup> *Croson*, 488 U.S. at 509.

**Chart 2: Determination of Availability**



The following methods will be employed to secure the sources of available businesses that could perform the prime contracts and subcontracts awarded by the School Board and its prime contractors during the study period.

**a. Determine Pre-Qualification Standards**

Any pre-qualification standards used by the School Board during the study period to determine a contractor's eligibility to bid and be selected for contracts must be defined before seeking to identify available businesses. Mason Tillman's review of pre-qualification standards will determine how and where they are applied in the contracting process to measure suitability to bid. After careful review of the pre-qualification process and any other formal standards, eligibility to bid or propose will be defined. Capacity measures will be defined for each industry. The availability strategies discussed below are used to identify businesses that might reasonably have met the School Board's capacity requirements.

**b. Collect Records from the School Board**

Lists of M/WBEs and non-M/WBEs which have indicated an interest in doing business with the School Board will be requested. A primary source for information on businesses interested in doing business with the School Board is the bidders list. The utilized bidders on the bidders list have demonstrated both willingness and capacity. Unsuccessful bidders on the bidders list have demonstrated willingness. Unsuccessful bidders can also be retrieved from bid tabulations, vendor lists, and plan holder lists.

**c. Compile Certification Directories**

Mason Tillman maintains a comprehensive database of local, state, and federally certified Florida businesses. These lists, saved in Mason Tillman's proprietary database, are refreshed monthly. The database can be queried for market area businesses. A number of proprietary utilities developed by Mason Tillman's database staff in SQL, Access, Python, and R are used to analyze the data. These utilities identify vendors that should be excluded from analysis, such as duplicate records and ineligible NAICS codes. In



addition, certification lists maintained by the School Board, as well as lists maintained by other federal and regional certification organizations, will be collected and queried for market area businesses.

#### d. Conduct Outreach

Targeted outreach will be performed to identify relevant businesses in the market area which are not certified to ensure that the availability list is comprehensive. Experience with state, county, and city agencies has shown that the number of firms identified using records maintained by the government and certification agencies may not reflect the actual level of market area availability, especially the availability of market area M/WBEs. The outreach will identify willing and able M/WBEs and non-M/WBEs, which may have been deterred for various reasons from bidding on School Board contracts or becoming certified.

Outreach efforts will be customized to target underrepresented businesses which reflect the diversity of the School Board's market area. Previous disparity studies have shown that many small minority businesses do not appear in government sources at the level they are available. Therefore, well-crafted and professionally executed outreach is critical. Business size, ethnicity, and language facility are characteristics of the targeted market segment that must be considered when structuring the outreach plan.

Mason Tillman's outreach plan consists of six critical strategies:

- *Trade and Professional Organization Partnerships:* Trade and professional associations will be targeted. Membership listings will be solicited from these M/WBE and non-M/WBE organizations. Trade or professional organization in Florida include the Air Conditioning Contractors of America, American Council of Engineering Companies, American Institute of Architects, Associated Builders and Contractors, Associated General Contractors of Greater Florida, Beaver Street Enterprise Center, Community Housing Development Organizations, Enterprise Florida Inc., International Brotherhood of Electrical Workers, Jacksonville Entrepreneurship Center, Jacksonville Urban League, NorthEast Florida Builders Association, Central & North Florida Minority Supplier Development Council, Florida Minority Business Opportunity Center, Hispanic Business Initiative Fund, Jacksonville Women's Business Center, Labor Council for Latin American Advancement, National Association of Women Business Owners (NAWBO), National Association of Women in Construction, National Black MBAs Central Florida Chapter, National Conference of Puerto Rican Women, National Society of Hispanic MBAs South Florida Chapter, Women Business Owners of North Florida, and Women's Business Development Council of Florida.
- *Technical Assistance Center Partnerships:* The regional small business technical assistance centers funded by the U.S. Small Business Administration, colleges and universities, and state and local government agencies will be partners. These organizations' clients are small and minority and woman-owned market area

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businesses. The centers will be contacted to promote the Study and asked to place a link to the Study's webpage on their website.

- *Chamber of Commerce:* Ethnic, female, and metropolitan chambers of commerce are sources for identifying M/WBE and non-M/WBE businesses within the School Board's market area. These ethnic organizations' members are small, minority, and woman-owned market area businesses. The chambers will be contacted to promote the Study and asked to place a link to the Study's webpage on their website. Chambers of commerce in Florida include the Amelia Island-Fernandina Beach-Yulee Chamber of Commerce, Clay County Chamber of Commerce, Florida Chamber of Commerce, Greater Nassau County Chamber of Commerce, INDOUS Chamber of Commerce of Northeast Florida, Jacksonville Regional Chamber of Commerce, Ponte Vedra Beach Chamber of Commerce, St. Johns County Chamber of Commerce, Asian American Chamber of Commerce of Jacksonville, First Coast African American Chamber of Commerce, First Coast Hispanic Chamber of Commerce, and First Coast Hispanic Chamber of Commerce.
- *Study Webpage:* Mason Tillman will develop and maintain an interactive webpage with a hyperlink that the School Board can post on its website. The webpage will provide information about the Study, its requirements, and the benefits the business community will derive from their successful completion. The webpage will also solicit business participation for anecdotal interviews and advertise the public hearings.
- *Media Outreach:* Broad-based ethnic and gender-focused media will be utilized to publish information about the Study. Drawing upon our team's established relationships with the local ethnic media, articles will be strategically published in the School Board's geographic region to target African American, Hispanic American, Asian American, Native American, and Caucasian woman-owned businesses.
- *Public Service Announcements:* Targeted public service announcements will be distributed to radio and cable stations with multi-ethnic focus. In addition, press releases will be distributed to select print media.

## e. Assess Willingness

Willingness is defined in *Croson* as a business's interest in doing government contracting.<sup>17</sup> Businesses which have done one of the following are considered to be willing to contract with the School Board: 1) bid on a School Board contract, 2) secured government certification, or 3) responded to the outreach campaign conducted in conjunction with the Study. The willingness of businesses identified from non-government sources also will have to be determined. A telephone survey will be used to assess the willingness of businesses identified from sources other than records provided

<sup>17</sup> *Croson*, 488 U.S. at 509.

by the School Board or certification agencies. Only businesses which affirm willingness to contract with the School Board will be included in the capacity analysis.

## f. Perform Capacity Analysis

A combination of methods will be used to assess capacity of the utilized businesses and those identified through the targeted outreach. The School Board's utilized businesses, pre-qualified businesses, and firms identified from certification sources that meet capacity measures set forth in *Contractors Association of Eastern Pennsylvania v. City of Philadelphia*<sup>18</sup> will be presumed to have the requisite capacity. The four capacity measures are detailed below:

- *Size Analysis:* A distribution of contracts by size and industry will be calculated to determine the average size of the School Board's contracts awarded. Contract size is a determinant of the capacity a willing business needs to be competitive. The contract awards will be analyzed by industry, ethnic group, and gender group to assess whether there are any statistically significant differences between the ethnicity and gender of business owners and the industries they work in.
- *Largest Awards:* The analysis will classify the largest contracts the School Board awarded by ethnicity, gender, and industry in order to determine the demonstrated capacity of M/WBEs to perform on large contracts.
- *Certification:* The certification procedures used by the School Board and local certifying agencies will be reviewed to determine if they meet the standard found to be an adequate measure of capacity in *Contractors Association of Eastern Pennsylvania v. City of Philadelphia*.<sup>19</sup> In this case, the court found the certification process to be an adequate measure of capacity.
- *Capacity Assessment:* Businesses who affirmed their willingness to contract with the School Board will be surveyed to assess the relative capacity of M/WBEs by ethnicity and gender. A stratified sample will be drawn so that the survey results will be reliable at a 95 percent significance level. A questionnaire designed to elicit information on key factors descriptive of a business's ability to perform School Board contracts will be used to conduct the survey.

The survey will assess the business's financial status, equipment, staffing, bonding/insurance, and owners' education and experience. The survey results will be used as an additional method to evaluate the capacity of the businesses which have been identified as willing to contract with the School Board. The survey questions will also elicit generally held perceptions regarding bidding on the School Board's contracts and obtaining bonding and M/WBE certification. The data will be sufficient

<sup>18</sup> 91 F.3d 586 (3rd Cir. 1996).

<sup>19</sup> 91 F.3d at 586.

to detail the respondents' reasons for not bidding on the School Board's contract opportunities or seeking M/WBE certification.

## **MILESTONE 3**

### ***Task 5: Perform Utilization Analysis***

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#### **5.1 PRIME CONTRACTOR UTILIZATION**

Logistics for retrieving the required prime contract records will be determined during the project kick-off meetings. These meetings will facilitate the determination of the types of data to be collected, amount of data to be collected, and the data retrieval process. Collaboration between Mason Tillman staff and the School Board's personnel is crucial to the quality and accuracy of the study. Contracts executed during the study period shall be provided by the School Board.

##### **a. Perform Prime Contract Data Analysis**

Mason Tillman has developed a complex relational database to clean and analyze clients' contract records. The database contains various queries necessary to analyze utilization of businesses by ethnicity, gender, and industry. A number of proprietary utilities, developed in SQL, Access, Python, and R, allow Mason Tillman to scrub and analyze clients' data. These utilities identify contracts that should be excluded from analysis, such as nonprofit and government records, contracts awarded outside of the study period, duplicate records, records with null values, and payments which exceed award amounts.

Once the prime contract data has been cleaned, a Data Verification Report will be produced detailing the excluded records and any other questions or issues to be reviewed by the School Board. Mason Tillman's database staff will also collaborate with the School Board to resolve any data issues identified in the Data Verification Report. All prime contract data will be housed in a proprietary relational database.

#### **Deliverable: Data Verification Report**

In order to produce the narrowly tailored disparity analysis required by *Croson*, the contract records classified by industry must also include reliable ethnic and gender classifications. Therefore, the ethnicity and gender of each prime contractor will be determined. In the event that complete information on the prime contractors' ethnicity and gender is not provided in each vendor or contract record, it will be necessary to conduct research to secure the information. Certification lists, Internet research, and business surveys will be used to reconstruct the prime contract data. Logistics for collecting the required prime contract records will be determined during the project kick-off meetings. These meetings will explain the types and amounts of data to be collected as well as the data retrieval process. Any data not available in the School Board's financial system will also be identified during the project kick-off meetings.

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The cleaned and coded prime contract records will be analyzed by industry, ethnicity, gender, and size. Prime utilization tables presenting the analysis by ethnicity and gender within each of the relevant industries will be prepared and submitted.

## **Deliverable: Prime Contractor Ethnicity and Gender Tables by Industry**

Once the prime utilization tables are reviewed by the School Board and any resulting questions are addressed, an additional analysis will be performed to create tables presenting the prime utilization data by highly used vendors as well as by ethnicity and gender within each industry.

## **Deliverable: Prime Utilization Chapter**

Recognizing the need for strict privacy protection of our clients' data, Mason Tillman has installed data protection systems, including firewalls and data encryption software that are used when transmitting information. For this project, Mason Tillman will sign a nondisclosure agreement with the School Board.

**Table 6: Sample Utilization Database Structure**

<b>COLUMN HEADING</b>	<b>DESCRIPTION</b>
<b>Contract P.O. Number</b>	Unique number assigned to contract/purchase order
<b>Project Name</b>	Project title or description
<b>Business Name</b>	Primary name of company
<b>Contact</b>	Contact person at company
<b>Vendor ID</b>	Unique vendor number assigned to company by accounts payable
<b>Contractor Status</b>	P = Prime Contractor S = Subcontractor
<b>NAICS Code</b>	Codes for types of work
<b>Certification Status</b>	MBE or WBE
<b>Work, Product, or Service</b>	Description of type of service performed or product provided
<b>Award Date</b>	Date of contract award for prime contractors and date first contracted for all others (MMDDYY)
<b>Award</b>	Amount of each company's award (for prime contractors, input total amount initially awarded)
<b>Contract Modification Date</b>	Date of each contract modification (MMDDYY)
<b>Contract Modifications Amount</b>	Amount of each contract modification or total modifications
<b>Payment</b>	Total payment made to contractor (may be different from AWARD)
<b>Street</b>	Company street address
<b>City</b>	Company city
<b>State</b>	Company state (two letter state code)

COLUMN HEADING	DESCRIPTION
	FL = Florida
Zip	Company zip code

## 5.2 SUBCONTRACTOR UTILIZATION

Mason Tillman will identify and collect subcontract data for the study period between fiscal years 2008-2013. Whether the School Board is a passive participant in ethnic or gender discrimination must be determined through an analysis of subcontracts awarded by its prime contractors. Therefore, comprehensive subcontract data is essential to conduct a legally sound subcontractor utilization analysis. As a general rule, non-M/WBEs subcontract records must be reconstructed, because most local governments do not maintain comprehensive data in an electronic format. Given the possibility of incomplete electronic subcontractor records, the proposed subcontractor data collection process includes collaborating with the School Board's information technology staff to extract all electronic copies of subcontract records housed in the financial system or any other digital format and with project managers to collect subcontract records from paper files and surveys.

Mason Tillman has a well-honed stringent data collection strategy to garner comprehensive subcontract data. The data collection strategy has been effectively used in more than 100 disparity studies. It has produced the comprehensive subcontract records essential to producing an unbiased analysis of the utilization of M/WBE subcontractors. Mason Tillman's data collection process will be described to the School Board during the kick-off meetings. This process will only be employed in the event that the School Board's electronic subcontract records are not comprehensive.

The data collection process involving hard copy records and surveys includes securing M/WBE utilization reports, searching project files for bids/proposals, board resolutions, inspector logs, prevailing wage reports, invoice statements, and stop-payment notices, as well as conducting surveys. One is a prime contractor survey to collect records not housed with the client. To verify the accuracy of the subcontract data compiled from electronic and hard copy files and provided by the prime contractors, a subcontractor survey is conducted. The survey queries the subcontractor to verify actual participation on the prime contracts included in the subcontract analysis. Once the electronic, hard copy, and survey data is compiled, the records will be cleaned and analyzed. All subcontract data will be housed and analyzed in the same proprietary relational database used to analyze the prime contract records.

Mason Tillman's relational database used to clean and analyze prime contract records will be the application used to analyze the subcontracts. The database includes various queries specifically developed to analyze subcontract utilization by ethnicity, gender, and industry for the study period. The proprietary utilities to scrub and analyze clients' subcontract records have been developed in SQL, Access, Python, and R. These utilities identify contracts where the total subcontract award exceeds the prime contract award, duplicate subcontract records, prime contractors listed as subcontractors, and

# ATTACHMENT A

subcontractor payments which exceed the subcontract award amounts. Once the subcontract data have been cleaned, reports presenting the percent of subcontract award dollars per prime contract will be prepared.

## **Deliverable: Subcontract Records Sorted by Prime Award Amount**

The race and gender of each subcontractor will be determined. The ethnicity and gender in the contract records will be verified, and ethnicity and gender will be compiled for the subcontract records missing either classification. The reconstruction will be done using certification lists, Internet research, and surveys of business owners. Tables detailing the total award by ethnicity and gender within industry will be prepared.

## **Deliverable: Subcontract Tables by Industry, Ethnicity, and Gender**

Once the School Board's questions are addressed, the cleaned and coded subcontract records will be analyzed by industry, ethnicity, gender, and size. Subcontract utilization tables presenting the analysis by ethnicity and gender within each of the relevant industries will be prepared and submitted.

## **Deliverable: Subcontractor Utilization Chapter**

### Task 6: Devise a Disparity Model

Mason Tillman's disparity model is based on a comprehensive legal analysis of the *Croson* decision and its progeny. The disparity model calculates disparity using a parametric, non-parametric, and simulation analysis which compares availability and utilization data by ethnicity and gender with each industry.

Under a fair and equitable system of awarding contracts, the proportion of contract dollars awarded to M/WBEs would be equal to the proportion of available M/WBEs in the relevant market area. The disparity ratio will be determined by dividing the actual contract amount (utilization) by the expected contract amount (availability). *Croson* states that an inference of discrimination can be made *prima facie* if the disparity is statistically significant.

$$\text{Disparity Ratio} = \frac{\text{Utilization}}{\text{Availability}}$$

A disparity ratio of less than 0.8 indicates a degree of disparity. A statistical test will be conducted to determine the probability that the disparity is due to chance. If there is a low probability that the disparity is due to chance, the Supreme Court states that an inference of discrimination can be made.<sup>20</sup>

<sup>20</sup> When conducting statistical tests, a confidence level must be established as a gauge for determining whether an observed occurrence is not due to chance. It is important to note that a 100 percent confidence level or a level of absolute certainty can never be obtained in statistics. A 95 percent confidence level is considered by the Courts to be an acceptable level in determining

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## a. Criteria to be Used to Determine Statistical Significance

There are two critical constraints in performing statistical tests for significance. First, the size of the population affects the reliability of the results. In other words, a relatively small population, whether in terms of the total number of contracts or the total number of available businesses, decreases the reliability of the statistical results. Therefore, when the population is too small, no meaningful conclusions can be drawn from the results. One or a few large contracts can also affect the reliability of a calculation of disparity using the standard parametric calculations.

Second, although an inference of discrimination cannot be made if statistical significance is not obtained from the test, the existence of discrimination cannot be ruled out. The results of the statistical disparity analysis are necessarily influenced by the size of the population in each contracting and ethnicity/gender category. Given these limitations, the anecdotal data has an especially important role in explaining the conditions of discrimination that might exist in the market area, although the anecdotal evidence should not be used in lieu of statistics to determine whether a disparity exists.

## b. Standard of Review

Where a disparity is found in any of the School Board's contract awards by industry, gender, and ethnicity, an inference of discrimination can be made based on the *Croson* standard. The *Croson* standard will be the controlling factor in determining if a statistically significant disparity exists at the 95 percent confidence level in contracts awarded to M/WBEs that may lead to an inference of discrimination.

## MILESTONE 4

### Task 7: Review Prior Market Area Disparity Studies

The objective is to identify any programs—or portions of programs—implemented by peer jurisdictions which have effectively increased its M/WBE participation. To that effect, Mason Tillman will examine, summarize, and compare the availability measures for the School Board's relevant industry categories of contracts (e.g., professional services, business services, commodities, and construction as established in prior disparity study for the School Board).

Mason Tillman has performed disparity studies for the Jacksonville Consortium, Hillsborough School District, Hillsborough Aviation Authority, and Miami-Dade County. Therefore, the firm has first-hand knowledge of the best management practices and the actual utilization of M/WBEs achieved in at least three of the peer counties. The 2013 Jacksonville Disparity Study City included the county, school district, and transit agency.

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whether an inference of discrimination can be made. Thus, the data analyzed here was done within the 95 percent confidence level.



## Task 8: Perform Disparity Analysis

The objective of the disparity analysis is to determine the levels at which M/WBEs are utilized on the prime and subcontracts. Under an equitable system of awarding contracts, the proportion of dollars awarded to M/WBEs should be relatively close to the proportion of available M/WBEs<sup>21</sup> in the geographic market area. As the first step in conducting the statistical test, Mason Tillman will calculate the number of dollars that each ethnic and gender group is expected to receive based on the group's availability in the market area. Next, Mason Tillman will calculate the difference between each ethnic and gender group's expected contract amount and the actual contract amount received by each group.

In analyzing the data of actual contract dollars received by a given ethnic/gender group and the expected contract dollars that a given ethnic/gender group should receive, any difference between the actual and expected dollars can be interpreted as due either to chance or to discriminatory treatment through preferential practices in the contract award process. To test the significance of a disparity ratio, a P-value will be calculated.<sup>22</sup> For disparity findings less than 1, Mason Tillman will test the statistical significance using one of three methods: (1) a parametric analysis,<sup>23</sup> (2) a non-parametric analysis,<sup>24</sup> and (3) a simulation analysis.

## 2. Category B

### **MILESTONE 5**

## Task 1: Perform Anecdotal Analysis

The court considers a combination of statistics and anecdotal evidence to be the most effective way to establish the factual predicate necessary for a legally defensible M/WBE program.<sup>25</sup> According to *Croson*, anecdotal evidence alone is insufficient to establish the existence of statistically significant disparity.<sup>26</sup> Therefore, anecdotal evidence must be considered in concert with statistical data when evaluating the existence of discrimination in the market area.

<sup>21</sup> Availability is defined as the number of ready, willing, and able firms. The methodology for determining willing and able firms is detailed in Task 4 above.

<sup>22</sup> P-value is a measure of statistical significance.

<sup>23</sup> Parametric analysis is a statistical examination based on the actual values of the variable. In this case, the parametric analysis consists of the actual dollar values of the contracts.

<sup>24</sup> Non-parametric analysis is a method to make data more suitable for statistical testing by allowing one variable to be replaced with a new variable that maintains the essential characteristics of the original one. In this case, the contracts are ranked from the smallest to the largest. The dollar value of each contract is replaced with its rank order number.

<sup>25</sup> *Coral Constr. Co. v. King Cnty.*, 941 F.2d 910, 919 (9th Cir. 1991).

<sup>26</sup> *Croson*, 488 U.S. at 509.

# ATTACHMENT A

To that effect, Mason Tillman will collect, summarize, and evaluate anecdotal or qualitative evidence to determine the extent to which any identified disparity has been caused either by various forms of race or gender discrimination, or barriers other than race and/or gender that may be adversely affecting the participation of M/WBE firms in School Board contracts.

Methodologies to be used by Mason Tillman to gather such relevant evidence will include:

- *One-on-one Anecdotal Interviews:* In-depth interviews will be conducted with 30 business owners in the market area attempting to work with the School Board.
- *One-on-one School Board Staff Interviews:* In-depth interviews will be conducted with the School Board staff to elicit their experiences concerning the types of contracts and market areas covered by solicitations, advertising, and mailing.
- *One-on-one Office of Supplier Diversity and Outreach Program (SDOP) Designee Interview:* The interview will elicit information to enhance the School Board's M/WBE program. A review of the SDOP's records will be conducted to identify M/WBEs.
- *E-survey:* An E-survey will be designed to probe subjects, such as: 1) general background information, 2) experience submitting bids/proposals, 3) experience working with the School Board, 4) utilization of supportive services, 5) recommendations to help businesses obtain work from the School Board, 6) interest in additional supportive services, 7) recommendations for the M/WBE program, and 8) experiences with discrimination on School Board projects.
- *Administrative and Judicial Review:* Any available judicial or administrative public hearing transcripts and summaries will be analyzed to identify allegations of commercial discrimination made against contractors, subcontractors, vendors, awardees, and local government agencies.

Mason Tillman will also identify, collect, and evaluate any and all relevant statistical, historical, sociological, and anecdotal evidence from the current or previous disparity studies conducted in the relevant market area. Mason Tillman will also summarize and document identified forms of past or ongoing marketplace discrimination as reflected in that anecdotal evidence that may have impeded the formation, growth, availability, or utilization of M/WBE firms within the School Board's relevant market. This analysis shall determine whether discrimination has likely had an adverse effect on the ability of M/WBE firms to compete successfully in School Board's contracting and procurement processes.

In order to draw statistical inferences from other agencies disparity and availability studies, a nexus must be shown. Therefore, an analysis of disparity and availability studies will be limited to those that share the School Board's market area. The

implementation status of the studies' recommendations will be reviewed and considered when drafting recommendations for the School Board.

## **MILESTONE 6**

### ***Task 2: Determine Effects of Discrimination on M/WBEs***

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The presence of discrimination and its effect on M/WBEs will be discerned from various elements within the scope of work. Namely, a combined analysis and review of the procurement policy, the statistical analysis of disparity, minority utilization on contracts without goals, the regression analysis of private sector practices and anecdotal evidence will be examined. Together these components will define any presence of discrimination and determine the combined effect of documented discrimination on M/WBEs ability to successfully compete in the School Board's contracting and procurement process. The regression analyses described below will determine the existence of private sector discrimination.

### ***Task 3: Conduct Regression Analyses***

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Private sector business practices can be indicators of marketplace conditions that adversely affect the formation and growth of M/WBEs. *Concrete Works of Colorado v. City of Denver (Concrete Works I)*<sup>27</sup> sets forth a framework for considering discriminatory private sector business practices. In accordance with *Concrete Works II*, Mason Tillman will examine three outcome variables: (1) business ownership rates, (2) business earnings, and (3) business loan approval rates.

Mason Tillman will conduct two probit regression analyses to determine if ethnicity and gender have a statistically significant effect on business formation rates and loan approval rates. And a linear regression analysis will be used to determine if ethnicity and gender have a statistically significant effect on business earnings. The quantitative assessment to determine whether M/WBEs have differential rates of business formation and access to credit when compared to similarly situated Caucasian male will involve analysis of U.S. Census data.

#### **• Business Ownership Analysis**

The Business Ownership Analysis examines the relationship between the probability of being a business owner and independent socioeconomic variables. Business ownership, the dependent variable, includes business owners of incorporated and nonincorporated firms. A regression analysis will be used to determine if ethnicity and gender have a statistically significant effect on the business formation rates, when controlling for owners' characteristics, such as age, education, marital status, and other variables. The United States Census Public Use Microdata Sample (PUMS) for 2007-2011, a subset of the 2007-2011 American Community Survey (ACS) and Puerto Rico Community Survey

<sup>27</sup> *Concrete Works I*, 86 F. Supp. 2d 1042, 1073 (D. Colo. 2000), rev'd on other grounds, 321 F.3d 950 (10th Cir. 2003), cert. denied, 540 U.S. 1027 (2003).

(PRCS), will be used to compare business formation rates and business earnings of M/WBEs to similarly situated non-M/WBEs.<sup>28</sup> The actual availability of M/WBEs will be compared to the expected or potential availability of M/WBEs using the business formation rates calculated in the regression analysis. However, it is notable that the application of such an analysis has limited descriptive value and no utility in any calculation of statistically significant disparity in the School Board's utilization of available businesses according to *Croson*.<sup>29</sup>

- Earnings Disparity Analysis

The Earnings Disparity Analysis examines the relationship between the annual self-employment income and independent socioeconomic variables. An ordinary least squares (OLS) or linear regression analysis will be used to determine if ethnicity and gender have a statistically significant effect on business earnings, when controlling for owner characteristics, such as age, education, marital status, access to the capital, and other variables.

- Business Loan Approval Analysis

The Business Loan Approval Analysis examines the relationship between the probability of obtaining a business loan and variables related to socioeconomic factors and business characteristics. The model is an Ordered Logistic model where the dependent variable is the reported probability of obtaining a business loan. The National Survey of Small Business Finances will be used to compare loan approval rates or access to credit of M/WBEs and non-M/WBEs. The regression analysis will determine if ethnicity and gender have a statistically significant effect on loan approval rates and access to credit when controlling for business characteristics, such as credit history, demographics, and socioeconomic indicators.

It should be noted that many of these variables, such as access to capital, may appear race and gender-neutral, but can be correlated with race and gender. There is a limitation in utilizing census data to access socioeconomic factors on business formation. The dataset neither specifies the types of businesses owned, nor can it be limited to the types of contracts that the School Board procures. Thus, these findings should be considered informational.

In the absence of a race and gender-neutral explanation for any existing disparities, the regression findings would point to racial and/or gender discrimination that depress business ownership, business earnings, and business loan approval rates. Such discrimination would be a manifestation of economic conditions in the private sector that impedes efforts of minorities and females to create, grow, and sustain businesses. It could

<sup>28</sup> The American Community Survey provides data on race and gender, but does not enumerate certified businesses. Therefore, any analysis using the American Community Survey is limited to an analysis of M/WBEs.

<sup>29</sup> *Builders Ass'n of Greater Chicago v. Chicago*, 298 F.Supp 2d 725 (N.D. Ill. 2003).

then reasonably be inferred that these private sector conditions are manifested in the existing levels of M/WBEs' availability.

## **MILESTONE 7**

### ***Task 4: Examine Effectiveness of Race-Neutral Policies***

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Mason Tillman will review the School Board's race and gender-neutral initiatives and compile a list of the policies enacted and practices used to eliminate discrimination during the Study period. The race and gender-neutral policies and procedures extant during the Study period will be reviewed and analyzed for their effectiveness in providing access to School Board contracts. The findings of the regression analysis will be used to assess the effects of School Board's current race and gender-neutral measures, including the M/WBE program, and their effectiveness in increasing M/WBE participation in the School Board contracts within the study period.

The anecdotal analysis will provide insight into the barriers to contracting perceived by market area M/WBEs. Mason Tillman will formulate additional race and gender-neutral recommendations that encourage M/WBE participation and address any concerns voiced by market area M/WBEs.

### **Deliverable: Recommendations Chapter**

#### ***Task 5: Identify Level of M/WBE Participation in Absence of Discrimination***

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A "but for" discrimination analysis will determine whether there is evidence of discrimination during the study period and examine the extent to which business formation rates in the market area are affected by race and gender. The actual availability of M/WBEs will be compared with the number of M/WBEs expected if minorities and women formed businesses at the same rate as comparable Caucasian males.

This task will examine the contracting practices of the School Boards' prime contractors on contracts without M/WBE goals. The statistical analysis will examine the M/WBE utilization on contracts advertised with goals compared to contracts advertised without goals. The utilization patterns under these two conditions will be analyzed.

Specifically, this analysis will be used to measure the School Board's active role in discrimination in the relevant market area. The School Board's contracts where M/WBE goals were not applied will be examined to determine the level of M/WBE utilization. The analysis will reveal the utilization of M/WBE's by prime contractors on contracts exempt from goals as compared to contracts advertised with goals will be examined.

### 3. Category C

#### **MILESTONE 8**

##### Task 1: Race and Gender-Neutral Recommendations

Race and gender-neutral initiatives can be employed without a finding of statistical disparity. Therefore, they are applicable to all ethnic groups, gender groups, and industries. These findings could also be applied to veterans and small businesses programs. Mason Tillman will identify and evaluate the effectiveness of any alternative race and gender-neutral policies and initiatives that have been used by the School Board or by other governments within the relevant geographic market in eliminating the effects of discrimination and/or increasing M/WBE participation in public contracting. Mason Tillman will also make recommendations for the adoption of alternative race and gender-neutral program policies and practices that may effectively address each identified barrier to M/WBE formation, growth, availability, and contract participation.

Mason Tillman will also provide recommendations to increase the usability and accessibility of the School Board's website and a system to monitor compliance with the recommended program changes. In addition, any identified needs for staff augmentation will be outlined. Mason Tillman will also draw upon best management practices from similarly situated jurisdictions.

Additionally, an index of available race and gender-neutral remedies will be created assessing their effectiveness in eliminating identified discrimination. These remedies will be sourced from the best management practices and existing policies of other public agencies, cities, and states, focusing on those with profiles similar to the School Board. Special attention will be given to policies and best practices of local governments within the County and school districts in the state of Florida. Comparable studies performed by Mason Tillman will also be used as a resource.

Once a sufficient number of best practices and policies have been identified, a determination of their effectiveness will be made. To determine the most appropriate race and gender-neutral alternatives for the School Board, specific criteria including implementation difficulty, purchasing environment, feasibility, and cost will be considered in conjunction with their overall effectiveness.

##### Task 2: Race and Gender-Conscious Recommendations

*Croson* established that an initial burden of proof must be met in order to establish race and gender-conscious remedies that encourage the use of M/WBEs. *Croson* further requires jurisdictions to have a "strong basis in evidence" to ensure that any proposed

race and gender-conscious program goals meet the “narrowly tailored” requirement to rectify the effects of discrimination without unduly burdening unprotected classes.<sup>30</sup>

To the extent that race and gender-neutral remedies alone are unlikely to fully eliminate the ongoing effects of marketplace discrimination on School Board contract awards and subcontracts, Mason Tillman intends to draft recommendations for modifications to the School Board’s current race and gender-conscious M/WBE policies and procedures that are appropriately narrowly tailored to address Study findings.

If Mason Tillman identifies statistically significant underutilization of M/WBEs that are in part caused by discrimination, Mason Tillman will recommend remedial programs to address the effects of any such identified discrimination and to discourage its recurrence. In recommending remedial programs, Mason Tillman will assess the extent to which the effects of discrimination can be addressed through race and gender-neutral means. To the extent Mason Tillman determines that neutral remedies alone will be insufficient to fully remedy the effects of identified discrimination, it shall propose race and gender-conscious remedies that are narrowly tailored to address the effects of the discrimination.

Mason Tillman will also assess: a) the extent to which other barriers unrelated to race or gender may be adversely affecting contract participation by M/WBEs, and (b) the efficacy of race and gender-neutral policies and programs previously used by the School Board to address those identified neutral barriers. Mason Tillman shall propose modifications and alternative policy and program approaches to address such barriers.

## Reports & Presentations

### a. Prepare Monthly Progress Reports

A monthly activity report will identify the current production and the outstanding issues affecting the timeline in the work plan.

A Microsoft Access form designed to capture the occurrence of task activities and deliverables will be used to produce the written report. The report will track the activities in the work plan. This computer-aided tool will permit the efficient logging of tasks and activities on a daily basis and the electronic generation of monthly reports. The reports will also include the status of each task, and whether additional information is needed to meet the agreed-upon deadlines.

### b. Interim Reports

Meetings will be held with the School Board upon completion of Category A, B, and C tasks to discuss the monthly status report and address questions regarding the status of the

<sup>30</sup> *Concrete Works I*, 36 F.3d at 1522 (citing *Wygant v. Jackson Board of Education*, 476 U.S. 267, 292 (1986); see *Croson* 488 U.S. at 509).

Study. Mason Tillman's principal will also be available to discuss the progress of the Study Board upon request.

## **c. Prepare Draft Chapters**

To meet the twelve-month schedule, chapters of the report will be submitted as they are completed during the Study process. Submitting chapters intermittently will enable School Board to manage the production process more effectively and provide timely comments. This process will allow Mason Tillman to complete the Study in accordance with School Board's time frame. The submissions will include a description of the information considered, the methodology employed to produce the findings, recommendations, and data files. All chapters, except the recommendations chapter, will be submitted for review and comment before the draft report is released.

The recommendations chapter will be the last chapter to be produced. Using this approach, the review of the chapters in the draft reports will effectively be complete before the Draft Final Report is submitted.

## **d. Prepare Draft Final Report**

A Draft Final Report will be submitted to School Board detailing the methodology and findings from the Study.

## **e. Prepare Final Report**

After completion and approval of the Draft Report, the Final Report will incorporate the comments and concerns raised by School Board in reviewing the Draft Report. The Final Study Report will detail the methodology and findings from the Study. Seven hard copies of the Final Report, including one unbound original, and one electronic copy in Portable Document Format will be submitted to School Board.

Any and all notes, work papers, databases, records, and documentation necessary to support the results of the Study shall be submitted both in paper and electronic formats. Tables containing the statistical data and draft chapters will be produced and submitted intermittently prior to completing the Draft Final Report. These submittals will provide documentation that the research is proceeding in accordance with the progress reported in the monthly status reports.

## **Deliverable: Final Report**

## **f. Make Presentations**

Mason Tillman will conduct required presentations. Presentations will be made by the core team before the School Board and the District. The presentations will explain the Study's methodology, results, and reports.



## 2. Litigation Support

- Post-Enactment Disparity Study Legal Support

In *Kossman Contracting Co. v. Houston*, No. Civ-H-96-3100 (S.D. Tex., filed 1996), the City's M/WBE program, completed by a competitor in 1995, was challenged as unconstitutional. The disparity study upon which the Program was based was ruled to be invalid. In 2006, a settlement agreement allowed the City to introduce a post-enactment disparity study. Mason Tillman was retained in October 2006 to conduct the new disparity study. The judge approved Mason Tillman's study in January 2007, and the City Council reauthorized its M/WBE program in March 2007. According to the City's attorney, Mr. Patrick Zummo:

Neither the plaintiff nor the Court questioned the validity of the Mason Tillman study. In fact, both the plaintiff and the City relied on the study to support what each side believed the appropriate goals should be.<sup>31</sup>

- Disparity Study Litigation Support

In 1999, the Southern Florida Water District retained Mason Tillman to evaluate its disparity study, which was the factual predicate for the District's challenged M/WBE Program, *IT Corporation v. South Florida Water Management District*, No. 97-8872 CIV S.D. Fla., filed Nov. 13, 1997. The case was dismissed December 16, 1998, following a settlement. Mason Tillman prepared a critical review of the methodologies used by the District's consultant, and determined that the disparity study did not provide the factual predicate for the subcontracting goals which IT Corporation challenged. The District decided to modify its M/WBE Program in order to settle the case.

- Disparity Study Expert Witness

In *Associated Builders and Contractors v. City of Memphis*, 138 F. Supp. 2d 1015 (W.D. Tenn. 2000), the City of Memphis, Tennessee's litigation team engaged Mason Tillman in 2004 as an expert witness. The lawsuit challenging the City's M/WBE Program was based on a disparity study prepared by a competitor. Mason Tillman assisted in the development of a litigation strategy and provided expert witness testimony.

In April 2013, Mason Tillman was retained by the Illinois State Attorney General as an expert to provide litigation support services in response to *Midwest Fence Corporation v. USDOT*, Case No. 10-CV-5627, filed in the Seventh Circuit. *Midwest Fence* challenged the constitutionality of the DBE Program that IDOT implemented in 2008 based on a competitor's availability study. Mason Tillman's president, Eleanor Mason Ramsey, Ph.D., was tasked to respond to the allegations proffered in plaintiff's Expert Report, entitled *Charles River Associates Report*, dated April 1, 2013. In addition, Dr. Ramsey addressed the DBE programmatic allegations contained in the plaintiff's Third Amended

<sup>31</sup> Letter from Patrick Zummo to Dr. Eleanor Mason Ramsey on February 5, 2009.

# **ATTACHMENT A**

Complaint filed on July 20, 2012. These allegations included challenges asserting IDOT's DBE program (1) lacked a strong basis in evidence to support the program and (2) was not narrowly tailored pursuant to the strict scrutiny standard set forth in the precedent-setting *Croson* decision.<sup>32</sup>

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<sup>32</sup> *Croson*, 488 U.S. at 509-10.

**COST OF SERVICES (Revised 4/30/2014)**

(See Section 4.4.3)

MILESTONE	CATEGORY	INCLUSIVE OF TASK(S)	COSTS
1	A	1, 2 and 3	\$ 22,000.00
2	A	4	\$ 50,000.00
3	A	5 and 6	\$ 62,500.00
4	A	7 and 8	\$ 37,500.00
5	B	1	\$ 25,000.00
6	B	2 and 3	\$ 25,000.00
7	B	4 and 5	\$ 12,500.00
8	C	1 and 2	\$ 12,500.00

**Total Firm fixed Cost                    \$     247,000.00**

**ADDITIONAL INFORMATION**

Hourly Cost - Expert Witness - Available to testify and provide litigation support and assistance to SBBC in any litigation that may occur as a result of programs adopted, which are based on the Disparity	<b>\$225.00</b>
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**Revised Cost 4/30/2014****Table A: Cost Summary for Milestones and Categories**

Milestones	Hours	Subtotal
Milestone 1: Review Purchasing and Contracting Policies	174	\$22,000.00
Milestone 2: Conduct Availability Analysis	429	\$50,000.00
Milestone 3: Conduct Data Collection and Design Disparity Models	544	\$62,500.00
Milestone 4: Analyze the Disparity Between Contracts With and With	277	\$37,500.00
Milestone 5: Perform Anecdotal Analysis	186	\$25,000.00
Milestone 6: Perform Private Sector Discrimination Analysis	194	\$25,000.00
Milestone 7: Conduct Analysis of DBE/SBE Program and Analyze	121	\$12,500.00
Milestone 8: Recommend Additional Race and Gender-Neutral Remo	100	\$12,500.00
Travel Expense*		\$0.00
<b>GRAND TOTAL</b>		<b>\$247,000.00</b>

\* Travel Expenses for kick-off meeting and study presentations are included in the Milestones.

**Table B: Hourly Rates and Percent Involvement by Personnel**

Name	Title	Hours Involvement	Hourly Rate
Eleanor Mason Ramsey, Ph.D.	Project Manager	4.84%	\$300.00
Edward Norton, L.L.P.	Chief Legal Advisor	2.32%	\$250.00
Allura Scott, Esq.	Anecdotal Manager	12.69%	\$200.00
Antonina Salina, M.S.	Database Manager	9.78%	\$110.00
Aminatu Yusuf, B.S.	Research Manager	15.70%	\$110.00
Mike Leong, M.S.	Senior Statistician	2.17%	\$150.00
Tuyet Tan, Esq.	Senior Research Associate	16.94%	\$90.00
Olga Leontyeva	Database Analyst	10.52%	\$90.00
Nicholas Negoro, B.A.	Research Assistant	11.31%	\$70.00
Q-Q Research Consultants	Subconsultant I	13.73%	\$90.00

**Revised Cost 4/30/2014**

Staff	Position	Hourly Rate	Hours	Total
<b>Milestone 1: Review Purchasing and Contracting Policies</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	10	\$3,000.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	6	\$1,500.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	20	\$4,000.00
Antonina Salina, M.S.	Database Manager	\$110.00	20	\$2,200.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	35	\$3,850.00
Mike Leong, M.S.	Senior Statistician	\$150.00	8	\$1,200.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	30	\$2,700.00
Olga Leontyeva	Database Analyst	\$90.00	20	\$1,800.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	25	\$1,750.00
Q-Q Research Consultants	Subconsultant I	\$90.00	-	\$0.00
<b>Subtotal</b>			<b>174</b>	<b>\$22,000.00</b>
<b>Milestone 2: Conduct Availability Analysis</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	15	\$4,500.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	5	\$1,250.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	46	\$9,200.00
Antonina Salina, M.S.	Database Manager	\$110.00	58	\$6,380.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	66	\$7,260.00
Mike Leong, M.S.	Senior Statistician	\$150.00	15	\$2,250.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	46	\$4,140.00
Olga Leontyeva	Database Analyst	\$90.00	50	\$4,500.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	50	\$3,500.00
Q-Q Research Consultants	Subconsultant I	\$90.00	78	\$7,020.00
<b>Subtotal</b>			<b>429</b>	<b>\$50,000.00</b>
<b>Milestone 3: Conduct Data Collection and Design Disparity Models</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	21	\$6,300.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	15	\$3,750.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	37	\$7,400.00
Antonina Salina, M.S.	Database Manager	\$110.00	60	\$6,600.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	90	\$9,900.00
Mike Leong, M.S.	Senior Statistician	\$150.00	21	\$3,150.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	60	\$5,400.00
Olga Leontyeva	Database Analyst	\$90.00	60	\$5,400.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	80	\$5,600.00
Q-Q Research Consultants	Subconsultant I	\$90.00	100	\$9,000.00
<b>Subtotal</b>			<b>544</b>	<b>\$62,500.00</b>
<b>Milestone 4: Analyze the Disparity Between Contracts With and Without Race and Gender-Conscious Goals</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	19	\$5,700.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	21	\$5,250.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	40	\$8,000.00
Antonina Salina, M.S.	Database Manager	\$110.00	34	\$3,740.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	45	\$4,950.00
Mike Leong, M.S.	Senior Statistician	\$150.00	-	\$0.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	40	\$3,600.00
Olga Leontyeva	Database Analyst	\$90.00	40	\$3,600.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	38	\$2,660.00
Q-Q Research Consultants	Subconsultant I	\$90.00	-	\$0.00
<b>Subtotal</b>			<b>277</b>	<b>\$37,500.00</b>

**Revised Cost 4/30/2014**

Staff	Position	Hourly Rate	Hours	Total
<b>Milestone 5: Perform Anecdotal Analysis</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	10	\$3,000.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	-	\$0.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	56	\$11,200.00
Antonina Salina, M.S.	Database Manager	\$110.00	-	\$0.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	-	\$0.00
Mike Leong, M.S.	Senior Statistician	\$150.00	-	\$0.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	20	\$1,800.00
Olga Leontyeva	Database Analyst	\$90.00	-	\$0.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	-	\$0.00
Q-Q Research Consultants	Subconsultant I	\$90.00	100	\$9,000.00
<b>Subtotal</b>			<b>186</b>	<b>\$25,000.00</b>
<b>Milestone 6: Perform Private Sector Discrimination Analysis</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	10	\$3,000.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	-	\$0.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	40	\$8,000.00
Antonina Salina, M.S.	Database Manager	\$110.00	-	\$0.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	62	\$6,820.00
Mike Leong, M.S.	Senior Statistician	\$150.00	-	\$0.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	72	\$6,480.00
Olga Leontyeva	Database Analyst	\$90.00	-	\$0.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	10	\$700.00
Q-Q Research Consultants	Subconsultant I	\$90.00	-	\$0.00
<b>Subtotal</b>			<b>194</b>	<b>\$25,000.00</b>
<b>Milestone 7: Conduct Analysis of DBE/SBE Program and Analyze Current Race and Gender-Neutral Remedies</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	7	\$2,100.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	-	\$0.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	-	\$0.00
Antonina Salina, M.S.	Database Manager	\$110.00	23	\$2,530.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	-	\$0.00
Mike Leong, M.S.	Senior Statistician	\$150.00	-	\$0.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	36	\$3,240.00
Olga Leontyeva	Database Analyst	\$90.00	39	\$3,510.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	16	\$1,120.00
Q-Q Research Consultants	Subconsultant I	\$90.00	-	\$0.00
<b>Subtotal</b>			<b>121</b>	<b>\$12,500.00</b>
<b>Milestone 8: Recommend Additional Race and Gender-Neutral Remedies</b>				
Eleanor Mason Ramsey, Ph.D.	Project Manager	\$300.00	6	\$1,800.00
Edward Norton, L.L.P.	Chief Legal Advisor	\$250.00	-	\$0.00
Allura Scott, Esq.	Anecdotal Manager	\$200.00	18	\$3,600.00
Antonina Salina, M.S.	Database Manager	\$110.00	3	\$330.00
Aminatu Yusuf, B.S.	Research Manager	\$110.00	20	\$2,200.00
Mike Leong, M.S.	Senior Statistician	\$150.00	-	\$0.00
Tuyet Tan, Esq.	Senior Research Associate	\$90.00	39	\$3,510.00
Olga Leontyeva	Database Analyst	\$90.00	4	\$360.00
Nicholas Negoro, B.A.	Research Assistant	\$70.00	10	\$700.00
Q-Q Research Consultants	Subconsultant I	\$90.00	-	\$0.00
<b>Subtotal</b>			<b>100</b>	<b>\$12,500.00</b>
<b>Mason Tillman Associates Subtotal:</b>			<b>1,747</b>	<b>\$221,980.00</b>
<b>Subconsultants Subtotal:</b>			<b>278</b>	<b>\$25,020.00</b>
<b>Subconsultants Total Payment Percentage:</b>				<b>10.13%</b>
<b>Project Subtotal:</b>			<b>2,025</b>	<b>\$247,000.00</b>
<b>Travel Subtotal:</b>				<b>\$0.00</b>
<b>GRAND TOTAL:</b>				<b>\$247,000.00</b>

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To confirm Mason Tillman’s ability to meet the 12-month schedule, a detailed timeline of the activities and schedule proposed to complete the Disparity Study is presented in the table below.

## Mason Tillman's Proposed Project Schedule and Timeline

[illegible]

The School Board of Broward County, Florida  
Supply Management & Logistics Department

RFP No.: <u>15-022B</u>	Tentative Board Meeting Date*: <u>JUNE 9, 2014</u>
Description: <u>DISPARITY STUDY CONSULTATION SERVICES</u>	Notified: <u>1,467</u> Downloaded: <u>27</u>
<u>TERM CONTRACT</u>	RFP Rec'd: <u>2</u> No Bids: <u>0</u>
For: <u>SUPPLIER DIVERSITY AND OUTREACH PROGRAM</u> (School/Department)	RFP Opening: <u>APRIL 15, 2014</u>
Fund: <u>DEPARTMENTAL OPERATING BUDGET</u>	Advertised Date: <u>MARCH 13, 2014</u>
	Award Amount: <u>\$250,000</u>

**POSTING OF RFP RECOMMENDATION/TABULATION:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and [www.Demandstar.com](http://www.Demandstar.com) on **MAY 8, 2014 @ 3:00 PM**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\*) The Cone of Silence, as stated in the RFP, is in effect until this RFP is approved by SBBC. The School Board meeting date stated above is a tentative date. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION/TABULATION**

TWO PROPOSALS WERE RECEIVED IN RESPONSE TO RFP 15-022B AND WERE SUBMITTED TO THE EVALUATION COMMITTEE. THE EVALUATION COMMITTEE CONSISTED OF:

MICHELLE ANDREWIN, DIRECTOR OFFICE OF DIVERSITY IN BUSINESS PRACTICES, PALM BEACH SCHOOLS, FLORIDA  
ZAIDA RIOLLANDO, DIRECTOR, STRATEGIC SOURCING, BROWARD COLLEGE, FLORIDA  
CHARLES WEBSTER, COORDINATOR, GOVERNMENTAL AFFAIRS

M/WBE ADVISOR: VALENCIA M. DUBLIN, ACTING M/WBE SPECIALIST

BASED UPON SECTION 5.0 OF THE RFP, THE COMMITTEE RECOMMENDED THAT THIS AWARD BE MADE TO THE HIGHEST RANKED PROPOSER:

MASON TILLMAN ASSOCIATES, LTD.

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT.

CONTRACT PERIOD: JUNE 9, 2014 THROUGH JUNE 8, 2015

By: Phyllis Ben-Asher Date: 5/8/14  
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.



RFP 15-022B  
DISPARITY STUDY CONSULTATION SERVICES SCORING SHEET

Disparity Study Consultation Services RFP 15-022B	Maximum Points	Michelle Andrewin	Zaida Rioliano	Charles Webster	Average Points	Hourly Cost for Expert Witness
Experience and Qualifications	35					
MGT of America, Inc.		35	35	28	32.7	\$ 280.00
Mason Tillman Associates, LTD		30	34	32	32.0	\$ 375.00
Scope of Services Provided	40					
MGT of America, Inc.		30	35	30	31.7	
Mason Tillman Associates, LTD		40	38	35	37.7	
MWBE Participation	15					
MGT of America, Inc.	8	8	8	8	8.0	
Mason Tillman Associates, LTD	13	13	13	13	13.0	
Cost of Services Provided	10					
MGT of America, Inc.	10				10	
Mason Tillman Associates, LTD	9.9				9.9	
Total Score	100					
MGT of America, Inc.					82.3	
Mason Tillman Associates, LTD					92.6	