



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

SOLICITATION NO. RFP 2022-029
DISPARITY STUDY CONSULTING SERVICES
KEEN INDEPENDENT RESEARCH LLC

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2023, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Keen Independent Research LLC, a Colorado Limited Liability Company (hereafter referred to as “Contractor”), authorized to do business in Florida, whose address is 701 N 1st Street, Phoenix, AZ 85004.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Request for Proposals No. 2022-029, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposals No. 2022-029 and the Contractor’s response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto as Exhibit “A” and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 NW 1st Avenue.
Delray Beach, Florida 33444
Attn: City Manager
Email: moore@mydelraybeach.com

- ii. with a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email: gelinl@mydelraybeach.com
- iii. As to the Contractor: Keen Independent Research LLC
701 N 1st Street
Phoenix, AZ 85004
Attn.: David Keen, Principal
Email: dkeen@keenindependentresearch.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. E-Verify. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 5. CONTRACT TERM

The Contract resulting from this Agreement shall commence upon execution by both parties and shall terminate upon acceptance of all deliverables due under this Agreement by the City, unless otherwise terminated at the City's sole discretion.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

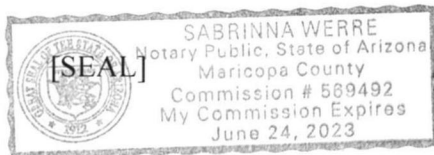
By: _____
Shelly Petrolia, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney



KEEN INDEPENDENT RESEARCH LLC

By: _____
David F. Keen
Printed Name Principal
Title

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of January, 2023 by David F. Keen (name of person), as Principal (type of authority) for Keen Independent Research (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced Drivers License

Notary Public - State of Arizona

Exhibit A

Project Hours and Budget Itemized by Task

Keen Independent proposes a fixed-price budget of \$152,090 to complete Phase I. Pre-Disparity Study and a fixed-price budget of \$90,266 to complete Phase II. Comprehensive Disparity Study.

Keen Independent understands that the City of Delray Beach will not require analyses of CRA data. Hours and budget totals on tasks relating to CRA data collection and analyses have been reduced. We have also reduced travel and other expenses related to Phase I presentations.

The total fixed-price budget for Phase I and Phase II is \$242,356.

1. Projected hours and budget by task

Task	Project hours	Professional fees	Travel and other expenses	Budget total
Phase I. Pre-Disparity Study				
I-1. Project kick-off, meetings and communications	34	7,515	0	7,515
I-2. Provide detailed data validation report	53	9,750	0	9,750
I-3. Legal framework analysis	32	17,200	0	17,200
I-4. Review of current programs and contracting practices	28	6,880	0	6,880
I-5. Prime contract and subcontract data collection	69	10,095	0	10,095
I-6. Determination of relevant geographic market area and subindustries	42	6,120	0	6,120
I-7. Availability analysis	1,674	51,840	10,000	61,840
I-8. Utilization analysis	56	7,790	0	7,790
I-9. Development of recommendations	34	7,240	0	7,240
I-10. Phase I report and presentations	80	17,660	0	17,660
Total Phase I	2,102	\$ 142,090	\$ 10,000	\$ 152,090
Phase II. Comprehensive Disparity Study				
II-1. Project kick-off, meetings and communications	34	7,515	0	7,515
II-2. Disparity analysis	34	6,760	0	6,760
II-3. Qualitative analysis of marketplace conditions	334	47,120	1,200	48,320
II-4. Quantitative analysis of marketplace conditions	52	8,200	0	8,200
II-5. Refinement of recommendations	34	7,240	0	7,240
II-6. Disparity study report and presentations	40	9,265	2,966	12,231
Total Phase II	528	\$ 86,100	\$ 4,166	\$ 90,266
Total Phase I and Phase II	2,630	\$ 228,190	\$ 14,166	\$ 242,356