



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

SOLICITATION NO. RFP 2021-015
DISPARITY STUDY CONSULTING SERVICES
MILLER3 CONSULTING INC.

CITY OF DELRAY BEACH
DISPARITY STUDY CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Miller3 Consulting, Inc., a corporation (hereafter referred to as "Contractor"), whose address is 400 Pryor Street, Suite 4068 Atlanta, GA 30302.

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. 2021-015, 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. 2021-015 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 Street
Delray Beach, Florida 33444
Attn: City Manager
Email: Alvarezji@mydelraybeach.com
- ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney
Email: gelinl@mydelraybeach.com

iii. As to the Contractor: Miller3 Consulting, Inc.
400 Pryor Street, Suite 4068
Atlanta, GA 30302
Attn.: Dave J. Miller, Jr. - CEO
Email: dmiller@miller3group.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

CONTRACTOR

[SEAL]

By: _____
Dave J. Miller, Jr.
Printed Name
CEO
Title

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8th day of September, 2021, by Dave J. Miller, Jr. (name of person), as CEO (type of authority) for Miller's Consulting, Inc. (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 Georgia

City of Delray Beach
RFP 2021-015
Disparity Study Consulting Services

Linda B Craddock
NOTARY PUBLIC
Clayton County, GEORGIA
My Commission Expires 07/15/2024

EXP 7/15/2024
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Exhibit A Pricing Schedule

MILLER³ CONSULTING, INC. Price Proposal For City of Delray Beach, FL (RFP 2021-015)



Roles/Team Member	Principal Consultant	Principal Investigator	Project Mgmt. - Procurement & Contracting		Contract Qualitative Compliance Data Mgr. Specialist		Data Statistician Analyst		SUB-CONSULTANTS												
	Sherry Williams	Vijaya Subramanyam	Dave Miller, Jr.	Lauren Miller	Garry Blackwell	Yetunde Ouedji	Yedy Sanchez	D&D Strategies	Mosaic (MBE)	Dunay, Mickel & Beckman, LLP											
Task #	Description of Services										Total Hrs	Labor	Materials	Total Cost							
Overall	Project Management	70	5	35	0	0	0	0	0	0	110	\$ 22,625	\$ 22,625								
Task 1	Legal Analysis	25	0	0	0	0	0	0	0	0	10	\$5 = 7,625	\$ 7,625								
Task 2	Procurement Analysis	35	0	5	15	0	0	0	0	0	0	\$5 = 10,375	\$ 1,250 \$ 11,625								
Task 3	Data Collection	5	5	10	15	20	45	20	200	0	0	\$20 = 36,375	\$ 36,375								
Task 4	Relevant Market Analysis	0	10	10	15	20	75	0	0	0	0	\$30 = 14,425	\$ 14,425								
Task 5	Availability Analysis	5	15	15	40	25	50	0	0	0	0	\$50 = 16,225	\$ 16,225								
Task 6	Utilization Analysis	5	15	20	35	30	75	0	0	0	0	\$80 = 21,425	\$ 21,425								
Task 7	Disparity Analysis	0	5	0	10	15	45	0	0	0	0	\$75 = 7,875	\$ 7,875								
Task 8	Capacity/Regression Analysis	0	40	5	10	25	15	0	0	0	0	\$95 = 13,400	\$ 13,400								
Task 9	Anecdotal & Survey Analysis	5	5	10	10	5	10	15	90	217	0	\$67 = 56,750	\$ 56,750								
Task 10	Private Sector	5	5	15	25	20	40	0	0	0	0	\$110 = 13,250	\$ 13,250								
Task 11	Race/Gender Neutral Analysis	0	5	5	10	30	75	20	0	68	0	\$211 = 26,300	\$ 26,300								
Task 12	Recommendations	25	15	15	10	5	5	0	0	0	5	\$60 = 14,050	\$ 1,750 \$ 15,800								
Task 13	Draft/Final Report	40	15	15	20	5	5	5	10	10	5	\$150 = 21,925	\$ 2,500 \$ 24,425								
											2,048	\$286,625	\$ 5,500	\$292,125							
Total Hours											220	140	160	215	200	440	60	300	293	20	2,048
Billing Rate											\$225	\$165	\$170	\$110	\$105	\$95	\$80	\$125	\$175	\$200	
Total Billing \$											\$49,500	\$25,900	\$27,200	\$23,650	\$21,000	\$41,800	\$4,800	\$37,500	\$51,275	\$4,000	\$92,775
																		12.94%	17.55%	1.97%	\$1.76%
Travel and Expenses: Travel Cost																					\$2,475
Materials and Expenses																					\$3,025
Total Travel and Expenses																					\$5,500
Subcontractor Total																					\$92,775
Total Proposed Cost																					\$ 292,125
Hourly Rates																					
Post-Study Support																					\$198/hr
Litigation Support/Testimony																					\$325/hr