



Contract Sign-Off Cover Sheet

Department: Community & Econ Dev Date: 5/03/17 Contract Name & #: Consulting SUCS - 91700363

Disparity Study

Contract Checklist to be completed by Dept.

<input type="checkbox"/> Signed/Notarized from Vendor	<input checked="" type="checkbox"/> E-Verify	<input checked="" type="checkbox"/> Certificate of Authority has been verified (for out of state vendors only)
<input type="checkbox"/> Signed by Dept. Director	<input checked="" type="checkbox"/> Iran Divestment	<input checked="" type="checkbox"/> City standard contract template
<input checked="" type="checkbox"/> Entered in Munis	<input checked="" type="checkbox"/> Certificate of Insurance	-OR-
<input checked="" type="checkbox"/> Contract # on ALL Documents	<input checked="" type="checkbox"/> All Attachments/Exhibits attached & properly labeled	<input type="checkbox"/> Vendor's contract or other template

**Minority Business** (required for contracts \$30 K and greater and **ALL professional services** falling under NCGS 143-64.31 unless a QBS exemption is obtained; outreach strongly encouraged for projects under \$30 K if possible.)

Minority Outreach requirements have been fulfilled and this contract is recommended for award.

Minority Business Coordinator: Brenda Mills Date: 5/03/17

Email approval attached

**Department**

Contract has been reviewed and is recommended for approval.

Department Director: [Signature] Date: 5-3-17

**Risk Management**

The document has been reviewed by the Risk Management Department and the appropriate insurance coverage has been provided.

Risk Management Director: [Signature] Date: 5.4.2017

**Budget**

The expenditures in the attached contract documents have been fully provided for in the current annual or capital budget.

Acct. Code: 11000070-521001 Amt: \$319,948.00  
Budget/Research Director: [Signature] Date: 5/5/17

**Finance**

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director (or designee): [Signature] Date: 5/5/17

**Legal** (required over \$30k)

This document has been reviewed by the City Attorney's Office and is ready for City Manager Signature.

Legal Dept.: [Signature] Date: 5-5-17

Contract was pre-reviewed by Legal

Email of approval attached

WHEN ROUTING IS COMPLETE, RETURN THIS CONTRACT TO: Brenda Mills PHONE: 259-8050

BBC Research & Consulting  
Vendor # 27269

City of Asheville Service Contract #91700363

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 8th day of May 2017, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and **Browne, Bortz & Coddington, Inc. dba BBC Research & Consulting** hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

**A. TERMS AND CONDITIONS:**

1. CONTRACTOR shall provide consulting services to complete a disparity study for fiscal years FY11 through FY16 as set forth more explicitly in **Exhibit A** which includes cost proposal.
2. The term of this contract shall be one year or June 30, 2018.
3. The City will compensate the CONTRACTOR a maximum amount of \$319,948.00. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City per hour based on the cost proposal in **Exhibit A**. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the **Economic Development Specialist for the Minority Business Program or his or her designee** for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers'

## City of Asheville Service Contract #91700363

compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence  
Commercial Auto Liability: \$1,000,000  
Excess (Umbrella) Liability: \$1,000,000  
Workers' Compensation: Statutory  
Employer's Liability: \$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.
8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
11. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.



City of Asheville Service Contract #91700363

- B. TERMINATION AND MODIFICATION:** This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties.
- D. SEVERABILITY:** Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- E. GOVERNING LAW:** This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. ASSIGNABILITY:** This contract is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENTS OF CITY CONTRACTS:**
1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
  2. DRUG FREE WORKPLACE  
The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following:  
[http://ashevillenc-rod.civica.granicusops.com/departments/purchasing/drug\\_free\\_work\\_policy.htm](http://ashevillenc-rod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm)
  3. E-VERIFY EMPLOYER COMPLIANCE  
By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>
  4. IRAN DIVESTMENT ACT CERTIFICATION  
By executing this contract, the CONTRACTOR certifies that, as of the date of execution, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

City of Asheville Service Contract **#91700363**

5. MINORITY BUSINESS PLAN

The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. CONTRACTOR is hereby notified that this contract is subject to the provisions of that Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

6. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

Contract Signature Page

17-57

Council Resolution # \_\_\_\_\_ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by it's duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

[Signature] DATE 5-3-17  
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature] DATE 5/5/17  
Chief Financial Officer

City Manager's signature, if required  
Attest to:

CITY OF ASHEVILLE

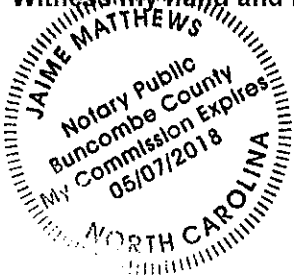
Magdalen Burleson BY: [Signature] DATE 5/9/17  
City Clerk City Manager

(Corporate Seal)

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that Magdalen Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this 10 day of May, 2017



Notary Public [Signature]  
Printed Name: Jaime Matthews

My Commission Expires: 5-7-18

\*\*\*\*\*

**CORPORATION SIGNATURE FORM**

\*\*\*\*\*

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

BBC RESEARCH & CONSULTING

(Insert Name of Corporation)

By: Sam Bawa (SAMEER BAWA), MANAGING DIRECTOR

(Insert signature and title of officer)

STATE OF Colorado

COUNTY OF DENVER

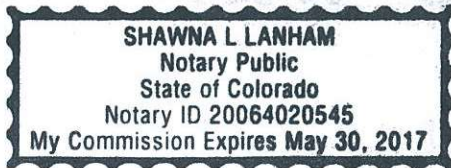
I, Shawna Lanham, Notary Public of the aforesaid County and State,

certify that Sameer Bawa personally came before me this day and  
(Insert Name of Person Signing)

acknowledged that he/she is Managing Director of BBC Research & Consulting  
(Insert Title of Office) (Insert Name of Corporation)

corporation, and that he/she, as Managing Director, being authorized to do so,  
(Insert Title of Person Signing)  
executed the foregoing on behalf of the said corporation.

Witness my hand and notarial seal this 10<sup>th</sup> day of MAY, 20 17



Notary Public

Printed Name: Shawna Lanham

My Commission Expires: 5/30/2017

## Disparity Study for the City of Asheville, NC Scope of Work Exhibit A

### Project Plan

BBC Research & Consulting (BBC) proposes to conduct a comprehensive disparity study to provide the City of Asheville (the City) with information that will help it refine its implementation of the Minority and Women Business Enterprise (MWBE) Program. The disparity study will help the City implement the program in a manner that reflects current marketplace conditions and is consistent with relevant legal standards. As part of the study, BBC will provide information about:

- The participation of minority- and woman-owned businesses in City contracts and procurements;
- The availability of minority- and woman-owned businesses in the relevant geographic market area that are ready, willing, and able to perform on City contracts;
- Any disparities that exist between the participation and availability of minority- and woman-owned businesses for City contracts;
- Any barriers that may be adversely affecting the participation of minority- and woman-owned businesses in City contracts;
- Any race- or gender-based discrimination that exists in the local marketplace that impacts the participation of minority- or woman-owned businesses in City contracts;
- Recommendations regarding programmatic remedies to address any barriers that minority- and woman-owned businesses face with respect to City contracting; and
- Revisions necessary to address relevant legal requirements and case law.

The disparity study will help the City implement the MWBE Program in a manner that is legally-defensible under current legal standards including the *strict scrutiny* standard of constitutional review. Under the strict scrutiny standard, a government organization must have a compelling governmental interest in remedying past identified discrimination. A government organization must further show that any program that it adopts is *narrowly tailored* to achieve the goal of remedying the identified discrimination. The disparity study will include information that the City can use to address the strict scrutiny standard in addition to other federal, state, and city law.

### Project Plan

The crux of the disparity study will be to examine potential disparities between the participation of minority- and woman-owned businesses in City contracts and their availability for that work.



## City of Asheville Service Contract #91700363

The study will focus on construction; professional services (architecture and engineering); and goods and services contracts and procurements that the City awarded during a five-year study period (July 1, 2011 through June 30, 2016). To obtain the above information and complete the disparity study in a legally-defensible manner, BBC proposes 12 major project tasks. BBC's proposed project plan addresses all requirements presented in the Request for Proposal (RFP). Our methodology has been recently approved by the United States District Court of the Eastern District of California, the Ninth Circuit Court of Appeals, the United States Department of Transportation (USDOT), the United States Department of Justice (USDOJ), the United States Congress, and other relevant authorities.<sup>1,2</sup>

We provided detailed information about each of the 12 major project tasks below.

**Task 1 - Project management.** Effective communication and responsive project management will be essential to completing the disparity study successfully and efficiently. BBC proposes close collaboration with the City throughout the study through regular project meetings and monthly status updates. Task 1 lays the foundation for effective communication between the project team and the City.

**Project meetings.** BBC will participate in numerous in-person and telephone meetings during the course of the disparity study. BBC will work with the City to schedule and coordinate all project meetings.

**Project initiation meeting.** Based on direction from the City, the project team will coordinate and participate in an in-person project initiation meeting to begin the study. Key BBC project team members will meet with City management and staff to:

- Establish effective and responsive channels of communication;
- Refine our work plan and study schedule (as necessary);
- Discuss research questions;
- Discuss data requests; and
- Address other study topics.

**Regular project meetings.** Key BBC project team members will participate in at least two additional project meetings per month with the City via conference call. BBC also recommends holding additional in-person project meetings at key junctures of the disparity study including when we submit draft and final disparity study reports.

---

<sup>1</sup> *AGC, San Diego Chapter, Inc. v. California DOT*, 2013 WL 1607239 (9th Cir. April 16, 2013).

<sup>2</sup> Brief for the United States as Amicus Curiae Supporting Appellees (California DOT) (filed 2/9/12), at pages 15, 23, 24, fn 8, 26, 27, 28, in the appeal of *Associated General Contractors of America, San Diego Chapter, Inc. v. California DOT*, Appeal No. 11-16228, United States Court of Appeals for the Ninth Circuit.

**Monthly progress reports.** BBC will prepare and deliver monthly progress reports describing the progress that the project team made toward completing the study in the previous month. The reports will identify any challenges that the project team encountered that will affect the project schedule or the successful completion of subsequent project tasks as well as how the project team resolved those challenges. BBC will deliver monthly progress reports and invoices by the 10th business day of each month.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for coordinating and facilitating all project meetings. They will also be responsible for delivering monthly progress reports to the City. As needed, subconsultants will be responsible for participating in project meetings during various junctures of the study. For example, Mr. Keith Wiener, Holland & Knight Partner, and Mr. Brian Crawford, Sanford Holshouser Attorney, will participate in project meetings related to the legal analysis and framework.

**Task 2 – Community engagement.** BBC proposes an extensive community engagement plan as part of the disparity study. Our community engagement plan for the City will build on relationships that we have developed throughout North Carolina as part of the City of Charlotte’s disparity study. The project team’s community engagement plan will be carefully designed to meet the following key objectives:

- *Inform* the local community about study progress and key study activities;
- *Engage* the local community with the disparity study in meaningful ways;
- Engender *support* in the local community for the study and the project team’s approach; and
- *Listen* to insights and anecdotes that the local business community shares about doing business in the relevant geographic market area.

The community engagement plan will consist of two types of outreach efforts: informational efforts and engagement efforts.

**Informational efforts.** The community engagement plan will consist of several efforts that are designed to provide information about the study and to ensure that business owners, key stakeholders, and other members of the public are aware of opportunities to participate in the study as appropriate.

**Web page and e-mail address.** Throughout the course of the study, the project team will work with the City to post disparity study status updates and progress information on a separate page of the City’s website. The project team will be responsible for developing content for the status updates, and the City will be responsible for posting that information. The web page will provide information about disparity study methodology, study progress, and the project schedule including key upcoming meetings and events. The project team will provide content for status

updates at key junctures during the course of the study including project initiation and prior to conducting utilization and availability telephone surveys.

In addition, BBC will establish an e-mail address dedicated to the disparity study. The local business community will be able to contact the project team directly using the e-mail address to ask questions or to submit comments related to the study. Any comments that the community submits will be integrated, as appropriate, into the project team's qualitative analysis of anecdotal information. BBC will be responsible for managing the e-mail address and checking it regularly for community input.

**Public notices and media ads.** The project team will work with the City to draft public notices regarding key disparity study tasks, particularly to encourage the participation of local business owners and other key stakeholders in certain tasks (e.g., availability survey process, utilization survey process, and public meetings). BBC will submit all public notices to the City for review, and upon receiving approval, will finalize them and rely on the City to disseminate the notices via e-blasts, newspaper ads, trade publications, local organizations, and the web.

**Engagement efforts.** BBC's community engagement plan will also consist of several efforts that are designed to provide the community with opportunities to actively engage with the project team and contribute to disparity study results and recommendations.

**City Council and public meetings.** Near the beginning of the study, BBC will facilitate two public meetings in the relevant geographic market area in conjunction with existing City Council meetings. BBC will work with the City to determine which City Council meetings or other meeting times and locations will be most appropriate. During the meetings, BBC will provide information about the project team, the purpose of the study, the project approach, and how the community can participate directly in the study. We will also answer any questions that meeting participants have about the study. In addition, at the end of each meeting, the project team will give attendees an opportunity to share their perceptions and experiences about doing business in the local marketplace and working with the City. Meeting participants will have the opportunity to share their experiences by providing either verbal or written testimony directly to the project team. Testimony from the meetings will be integrated, as appropriate, into the project team's qualitative analysis of anecdotal information. BBC will work with the City to secure meeting locations, advertise the public meetings, and coordinate transcription services for the meetings.

**In-depth interviews.** BBC will conduct one-on-one, in-person, in-depth interviews to collect nuanced information about business' experiences doing work in the local marketplace and working with the City. Information from those interviews will help the project team identify any potential barriers related to working with the City and will inform the project team's recommendations for improving contracting processes and program measures. The project team will conduct 20 in-depth interviews with business owners throughout the relevant geographic market area to discuss their experiences working in the local marketplace; trying to obtain work with government agencies like the City; and starting and growing their businesses. The project

## City of Asheville Service Contract #91700363

team will interview a mix of businesses that have participated in City contracting in the past and businesses potentially available for City contracts that may not have been successful in obtaining that work. The project team will conduct interviews with minority- and woman-owned businesses as well as with businesses owned by non-Hispanic white men.

**Utilization and availability surveys.** BBC will conduct telephone surveys with local businesses that are potentially available for City work or that participated on City contracts during the study period. As part of those surveys, the project team will collect information about each business' characteristics, which will allow BBC to accurately measure the participation and availability of minority- and woman-owned businesses for City contracts. The surveys will also provide an opportunity for participants to share information about their experiences about doing business in the local marketplace and working with the City. Utilization and availability surveys are described in detail in Tasks 5 and 6, respectively.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for facilitating all public meetings; providing content for web updates; drafting public notices; and establishing and maintaining the dedicated email address. Ms. Debra Clark Jones, ED3 Group President, and Ms. LaPronda Spann, Lain Consulting President, will be responsible for conducting all in-depth interviews. Ms. Jones will also help coordinate and facilitate the public meetings and other community engagement efforts. Ms. Saint and Sanjay Vrudhula, Customer Research International (CRI) President, will be responsible for conducting the utilization and availability surveys.

**Task 3 – Legal analysis and framework.** The City has requested that the project team conduct a legal analysis related to case law as well as federal and local regulations relevant to the implementation of minority- and woman-owned business programs and disparity studies. The BBC project team has a deep understanding of case law and legal guidance related to minority- and woman-owned business programs as well as disparity studies. BBC and Holland & Knight will develop a Legal Analysis and Framework that will include any recent developments in relevant federal regulations, case law, state law, statutes, and other information. The Legal Analysis and Framework will guide the project team's methodology for the disparity study to ensure that the study is consistent with current legal standards and federal, state, and local regulations. The analysis will include detailed information about key cases and their impact on the City including the following examples:

- *H. B. Rowe Co., Inc. v. W. Lyndo Tippet, NCDOT, et al.*;
- *City of Richmond v. Croson*;
- *Adarand Constructors, Inc. v. Peña*;
- *Western States Paving Company v. Washington State DOT*;
- *Rothe Development Corp. v. U.S. Department of Defense*;
- *AGC, San Diego v. California Department of Transportation et al.* (a case in which BBC and Holland & Knight were involved);



- *Dunnet Bay Construction Company v. Illinois DOT, et al.*; and
- *Midwest Fence Corporation v. Illinois DOT et al.*

**Development of legal background.** Holland & Knight will provide a legal history of challenges to state, local, and federal small business and minority- and woman-owned business programs. The firm will also summarize legal issues specific to North Carolina and the Fourth Circuit, providing an assessment of the statutory framework applicable to the City. That information will form a basis for evaluating the City's implementation of the MWBE Program as well as any proposed program developments. It will also provide a broader legal context for BBC's disparity study methodology.

**Analysis and reporting.** Holland & Knight will monitor legal developments and update the legal analysis through the end of the project. The Legal Analysis and Framework will result in a chapter as well as a supporting appendix of the disparity study report.

**Responsible staff.** Mr. Keith Wiener, Holland & Knight Partner, and Mr. Brian Crawford, Sanford Holshouser Attorney, will be responsible for developing the legal analysis and framework and for drafting the supporting appendix. Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for integrating legal framework and relevant case law into the final disparity study report.

**Task 4 – Review of contracting procedures and program measures.** The City has requested that the project team make detailed recommendations for programmatic changes and, if appropriate, enhancements related to the MWBE Program. A thorough understanding of the City's contracting procedures and policies and of the agency's current implementation of the MWBE Program will be essential to subsequent analyses and recommendations. The project team will research and document the policies and procedures that the City uses as part of its contracting processes. In addition, we will complete a thorough review of the agency's existing implementation of the MWBE Program and the effectiveness of the program's measures in encouraging the participation of minority- and woman-owned businesses in City contracting. The project team will also review successful efforts that other local government agencies have used to encourage the participation and increase the capacity of minority- and woman-owned businesses.

Based on that review, BBC will assess the City's current program measures and make recommendations related to measures that the City could consider using in the future to increase the participation of minority- and woman-owned businesses and address legal requirements. Information from Task 4 will help BBC:

- Assess the impact that certain policies, procedures, and program measures have on the participation of minority- and woman-owned businesses in City contracting ;
- Assess the impact that the City's contracting programs have on the availability of minority- and woman-owned businesses;

## City of Asheville Service Contract #91700363

- Recommend program enhancements and measures for the City to consider (e.g., race- and gender-neutral program measures; race- and gender-conscious program measures; and staffing resources); and
- Identify revisions necessary to the MWBE Program to address relevant legal requirements and case law.

**Responsible staff.** Ms. Iris Saint, BBC Assistant Project Manager, and Ms. Debra Jones, ED3 Group President, will be responsible for reviewing the City's current program measures and contracting procedures. Mr. Brian Crawford, Sanford Holshouser Attorney, will be responsible for providing legal support and guidance related to the City's program and procedures.

## City of Asheville Service Contract #91700363

**Task 5 – Utilization analysis.** BBC's utilization analysis will produce accurate estimates of the percentage of prime contract and subcontract dollars that went to minority- and woman-owned businesses on construction; professional services (architecture and engineering); and goods and services contracts that the City and its various departments awarded during the study period. The project team will use data from the utilization analysis as inputs in the disparity analysis to assess whether minority- and woman-owned businesses were underutilized during the study period relative to their availability for City contracts (for details, see our description of Task 7). The utilization analysis will also provide information about the City's relevant product markets and relevant geographic market area.

**Data assessment.** BBC will begin the utilization analysis with a comprehensive assessment of contract and vendor data that the City maintains in the areas of construction; professional services (architecture and engineering); and goods and services. That assessment will include meetings with the City to gain a thorough understanding of its contract and vendor data including discussions about:

- The types of contracts on which the City maintains data;
- The formats in which the City maintains data;
- The degree to which relevant City departments maintain subcontractor data;
- Effective ways for BBC to make data requests and to receive data; and
- Timelines for contract and vendor data collection.

The project team will work closely with the City to develop an effective plan for organizing and requesting all necessary data for the utilization analysis including relevant information from various City departments. Following the data review, BBC will submit a detailed, written data request that will specify the data that the project team will require for its analyses. If any required data are unavailable, the project team will be responsible for collecting that information in a manner that ensures the integrity and accuracy of our analyses (e.g., engaging in comprehensive subcontract data collection).

**Data collection.** The project team will use electronic contract data from City data systems such as MUNIS and, as necessary, hardcopy contract data from the City to compile information about relevant contracts that the agency awarded during the study period and about the vendors that participated in those contracts. BBC has substantial experience extracting and manipulating data from MUNIS, because the City of Charlotte also uses MUNIS to maintain much of contracting and vendor data. That experience will ensure that BBC will collect data from the City efficiently and accurately.

**Contract data.** Based on contract data that we collect from the City, the project team will develop a utilization database that includes the following information about each relevant contract that the City awarded during the study period:

- Contract name and identification number;

## City of Asheville Service Contract #91700363

- Contract award date;
- Contractor, consultant, or supplier name;
- Award amount of the contract and corresponding change order information;
- Paid-to-date amount (if available); and
- Description of the type of work or supplies involved in the contract (if available).

BBC will request the above information for prime contracts. If possible, BBC will also request any available data for specific task orders under broader contracts (e.g., on certain professional services contracts). The project team will also collect the above information, as available, for first-tier subcontracts and supplier agreements. BBC understands there may be gaps in the City's subcontractor and supplier data that are relevant to the disparity study. In those instances, the project team will work with the City to contact prime contractors that worked on City contracts during the study period to collect information about their associated subcontracts. We will prepare all materials required to complete the subcontract data collection effort including a letter of introduction, instructions on how prime contractors can submit requested information, and data collection forms. We will then work with the City to mail or e-mail that information to prime contractors. The project team will be responsible for compiling information that prime contractors submit in response to our data requests. We have successfully completed similar data collection efforts on several previous disparity studies.

**Vendor data.** BBC will also compile vendor data on businesses that participated in City prime contracts and subcontracts during the study period. The project team will collect full addresses, phone numbers, and other identifying information for prime contractors and subcontractors that participated in City contracts from data that the agency maintains and from other data sources such as local certification databases and prime contractor outreach for which BBC will be responsible.

**Relevant contract categories.** BBC will use contracting and vendor data to determine the commodities and services categories in which the City typically awarded contracts during the study period. The relevant commodities and services categories that the project team identifies will account for at least 75 percent of the contracting dollars that the City spent during the study period. The relevant commodities and services markets will be based on National Institute of Governmental Purchasing (NIGP) or similar codes. BBC will provide detailed descriptions of how we determined the relevant commodities and services categories in the draft and final disparity study reports as well as the dollar amounts that the City spent in each category.

**Relevant geographic market area.** Following City guidance, BBC will consider the Asheville Metro Area and the Western North Carolina Regional area as part of the relevant geographic market area. As necessary, BBC will work with the City to refine the geographic market area and will identify whether any other market areas are relevant to City contracting. BBC will also use contracting and vendor data to determine the relevant geographic market area in which the City spends most of its relevant contracting dollars based on information about the locations of the



## City of Asheville Service Contract #91700363

contractors that participated in City contracts during the study period. The relevant geographic area that the project team identifies will account for at least 75 percent of the relevant contracting dollars that the City spent during the study period. BBC will provide detailed descriptions of how we determined the relevant geographic market area in the draft and final disparity study reports.

**Utilization telephone surveys.** After collecting City contract and vendor data, determining the relevant contract categories, and refining the relevant geographic market area, the project team will conduct *utilization telephone surveys* with businesses that participated in City contracts during the study period to establish key business characteristics including their primary lines of work and the race/ethnicity and gender of their owners. The project team will contact businesses for telephone surveys up to five times on different days and at different times of the day. That approach is designed to minimize non-response and help ensure that the utilization analysis is as accurate as possible. Information from the *utilization surveys* will augment City data on prime contractors and subcontractors, enabling a more accurate assessment of the participation of minority- and woman-owned businesses in City contracting.

As part of the 2017 City of Charlotte Disparity Study, BBC is conducting utilization telephone surveys with thousands of North Carolina businesses. If any of those businesses participated in City of Asheville contracts during the study period, we will use information from the City of Charlotte surveys for the utilization analysis rather than conducting new interviews. Doing so will result in cost and time savings without compromising the integrity of the research.

**Utilization analysis.** After completing utilization telephone surveys, BBC will begin the utilization analysis. The project team will code type of work, size of work, and other characteristics for each relevant prime contract and subcontract. We will then examine the participation of minority- and woman-owned businesses, including certified businesses, as a percentage of dollars that the City awarded to all businesses during the study period. The project team will assess participation for all minority and woman-owned businesses considered together and separately for each relevant racial/ethnic and gender group—Asian Pacific American-, Black American-, Hispanic American-, Native American-, Subcontinent Asian American-, and non-Hispanic white woman-owned businesses.

**Analysis and reporting.** The project team will use results from the utilization analysis to prepare estimates of the participation of minority- and woman-owned businesses on City contracts. At a minimum, BBC will analyze and report results separately for:

- Different racial/ethnic and gender groups;
- Minority- and woman-owned businesses that are and are not certified;
- Construction; professional services (architecture and engineering); and goods and services;
- Prime contracts and subcontracts;
- Different study period years; and

- Different contract sizes.

The utilization analysis will be summarized in a chapter of the disparity study report with a supporting appendix that will discuss the methodology that the project team used including the types of contracts that the project team analyzed and the data sources on which the project team relied.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for collecting City contract and vendor data; determining the relevant contract categories; and refining the relevant geographic market area. Dr. James Davis, BBC Senior Data Analyst, and Dr. Holly Earls, BBC Data Analyst, will assist Dr. Bawa and Ms. Saint with each of those tasks. CRI will be responsible for conducting the utilization telephone surveys under close supervision from Ms. Saint.

**Task 6 – Availability analysis.** BBC's availability analysis will yield estimates of the availability of minority- and woman-owned businesses that are ready, willing, and able to perform work on City contracts. BBC will use a *custom census* approach to conduct the availability analysis that will require primary data collection from businesses performing relevant types of work within the relevant geographic market area. The methodology that BBC will use to complete the availability analysis has been strongly approved by the United States District Court of the Eastern District of California, the Ninth Circuit Court of Appeals, USDOT, USDOJ, the United States Congress, and other relevant authorities. The project team will also use availability information to develop benchmarks against which to compare participation in the disparity analysis (for details, see our description of Task 7). BBC will provide availability estimates separately for the different racial/ethnic and gender groups and for the different contract types that will be included as part of the study.

**Availability surveys.** BBC will create a representative database of businesses ready, willing, and able to work on City contracts. BBC will begin the process by compiling a "phone book" of businesses that work in relevant industries and that are also located in the relevant geographic market area. BBC will develop that phone book based on information from a variety of data sources that provide *comprehensive and unbiased* listings of all types of relevant businesses—that is, not only those businesses that are minority- or woman-owned—throughout the Asheville marketplace (e.g., bidders lists; vendor registration lists; and other business listing databases and directories). The project team will then attempt to contact all of those businesses via telephone to complete *availability surveys* with their owners or managers. We will attempt to contact all businesses up to five times on different days and at different times of the day during business hours. That approach is designed to minimize non-response in the survey and help ensure that the resulting survey data are representative, unbiased, and accurate. Conducting comprehensive availability surveys in that way is the *only* way to collect the information necessary to ensure an accurate and valid availability analysis that meets the highest research and legal standards.

## City of Asheville Service Contract #91700363

The objective of the availability survey is not to collect information from each and every relevant business that is operating in the local marketplace. It is to collect information from a representative and unbiased subset of the business population, so that the project team can estimate the availability of minority- and woman-owned businesses in an accurate statistically-valid manner. Our methodology builds on hundreds of years of survey research and sampling theory. It is the basis for all large-scale surveys that researchers conduct including the decennial population census that the United States Census Bureau conducts.

BBC will customize the availability analysis to the contracts that the City awarded during the study period resulting in rigorous and accurate availability estimates. As part of the availability analysis, BBC will have attempted to contact *all* potentially available businesses—not just a sample of them—for the availability surveys. Our approach goes further than that of any other disparity study firm to ensure that the resulting availability estimates are representative, unbiased, and accurate. The availability surveys will assess various topics including:

- Qualifications and interest in work for the City;
- Work as a prime contractor, subcontractor, or supplier;
- Primary line of work (based on industry codes);
- *Relative capacity*, as measured by the largest contract or subcontract bid on or performed within the recent past;
- Year of business establishment;
- Race/ethnicity and gender of ownership;
- Number of employees; and
- Gross revenue.

As part of the 2017 City of Charlotte Disparity Study, BBC is attempting availability surveys with hundreds of North Carolina businesses. As appropriate, the project team will integrate data about relevant businesses from those surveys into the availability analysis for the City of Asheville. Doing so will result in cost and time savings without compromising the integrity of the research.

**Availability database.** Information from completed availability surveys will form the core of an availability database that BBC will use to identify businesses that are potentially available to participate in City contracts as well as the proportion of those businesses that are minority- or woman-owned. The database will list various pieces of information about each potentially available business including:

- Business name;
- Contact information;
- Race/ethnicity and gender of ownership;

## City of Asheville Service Contract #91700363

- Primary line of work (based on industry codes);
- Year of business establishment; and
- Relative capacity.

To confirm or supplement information that the project team collects as part of availability surveys, we will also draw on vendor information that the City maintains; trade organization data; certification data; and other data sources.

**Calculating availability.** Rather than calculating availability based on a simple head count of minority- and woman-owned businesses, BBC will determine availability on a contract by contract basis. The project team will use a bottom-up *matching* approach to determine availability for City prime contracts and subcontracts based on information from the availability database and on information from contract data:

1. For each contract element (i.e., prime contract or subcontract), BBC will identify the type of work, contract role, and size of work based on contract data.
2. BBC will identify businesses in the availability database that report being qualified and interested in performing that specific type of work for the City; in that particular contract role; and having bid on or performed work of that size (to take relative capacity into account).
3. BBC will determine the number of minority- and woman-owned businesses among all businesses available for that particular contract element (e.g., three non-Hispanic white woman-owned businesses, one Black American-owned business, one Subcontinent Asian American-owned business, three Hispanic American-owned businesses, and one Native American-owned business out of 20 total businesses available to perform that contract element).
4. The project team will then translate the numeric availability for a contract element into percentage availability for the contract element (continuing the example above, 15 percent for non-Hispanic white woman-owned businesses, 5 percent for Black American-owned businesses, and so on).
5. BBC will then multiply the percentage availability by the dollars associated with the contract element, add results across all contract elements, and divide by total dollars for all contract elements to produce a dollar-weighted estimate of overall availability of minority- and woman-owned businesses.

The resulting availability estimates will establish benchmarks in the disparity analysis to which the project team can compare the actual share of dollars going to each racial/ethnic and gender group.

**Relative capacity.** Recent key court decisions have found the relative capacity of businesses to actually perform on an agency's contracts to be an important factor in measuring availability (e.g., *Western States Paving Company v. Washington State DOT*, *Rothe Development Corp. v. U.S.*



## City of Asheville Service Contract #91700363

*Department of Defense, Engineering Contractors Association of S. Fla. Inc. v. Metro Dade County, and AGC, San Diego v. California Department of Transportation et al.*). Consistent with those and other court decisions, BBC will account for the relative capacity of businesses when measuring availability (see step 2 of *Calculating availability* above). The United States District Court of the Eastern District of California and the Ninth Circuit Court of Appeals in *Associated General Contractors of America, San Diego Chapter v. California Department of Transportation et al.* found BBC's analysis of availability to be much more comprehensive than analyses that had previously failed. BBC's approach to measuring availability was also strongly approved by USDOT and USDOJ in their *amicus curiae* brief related to the *AGC v. Caltrans* case. USDOT and USDOJ specifically cited the fact that BBC "[took] into account factors that may affect the relative capacity of DBEs to undertake contracting work" in stating their approval.

**But for analysis.** The *but for analysis* will assess the availability of minority- and woman-owned businesses absent the effects of past discrimination. BBC will use regression analyses to examine whether the availability of minority- and woman-owned businesses in the local contracting industry would be different but for any race- or gender-based discrimination. The analysis will rely on regression analyses to determine whether the availability of minority- and woman-owned businesses would change if minorities and women owned businesses at the same rate as non-Hispanic white men after statistically controlling for race- and gender-neutral factors.

**Analysis and reporting.** The project team will use results from the availability analysis to prepare overall availability estimates of minority- and woman-owned businesses for City contracts. The project team will also prepare availability estimates based on various business characteristics and on different sets of contracts. At a minimum, we will report availability estimates separately for:

- Different racial/ethnic and gender groups;
- Construction; professional services (architectural and engineering); and goods and services contracts;
- Prime contracts and subcontracts;
- Different study period years; and
- Different contract sizes.

The availability analysis will be summarized in a chapter of the disparity study reports with appendices that will include discussions of the methodology that BBC used.

**Responsible staff.** Dr. James Davis, BBC Senior Data Analyst, and Dr. Holly Earls, BBC Data Analyst, will be responsible for maintaining the availability database. CRI will be responsible for conducting the availability telephone surveys under close supervision from Ms. Iris Saint, BBC Assistant Project Manager. Dr. Sameer Bawa, BBC Project Manager, and Ms. Saint will be responsible for calculating availability and reporting availability results to the City.

**Task 7 – Disparity analysis.** The City has requested that the project team analyze participation and availability data to determine if disparities continue to exist in the relevant geographic market area. BBC will use sophisticated quantitative techniques to compare the participation of minority- and woman-owned businesses in contracts that the City awarded during the study period to the dollars that those businesses would be expected to receive based on their availability for specific types and sizes of construction; professional services (architecture and engineering); and goods and services contracts. For each racial/ethnic and gender group, the disparity analysis will examine the absolute and relative difference between participation and availability. BBC will also analyze the statistical significance of any identified disparities using appropriate statistical techniques.

## City of Asheville Service Contract #91700363

BBC will calculate overall disparity indices for all minority- and woman-owned businesses considered together as well as separate disparity indices based on various business characteristics and on different sets of contracts. At a minimum, we will compute and report disparity indices separately for:

- Different racial/ethnic and gender groups;
- Construction; professional services (architecture and engineering); and goods and services contracts;
- Prime contracts and subcontracts;
- Different study period years; and
- Different contract sizes.

The disparity analysis will be summarized in a chapter of the disparity study report including a detailed discussion of the methodology that BBC used.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for conducting the disparity analysis and reporting those results to the City.

**Task 8 – Explanations for any observed disparities.** The disparity study will include an assessment of possible race- and gender-neutral and race- and gender-based explanations of any disparities in the participation of minority- and woman-owned businesses on City contracts and the availability of those businesses for that work. That assessment will include an analysis of the program measures that the City had in place during the study period and that they currently have in place including any current contracting practices that may lead to the underutilization of minority-or woman-owned businesses (for details, see our descriptions of Tasks 4 and 11).

As part of Task 8, BBC will also conduct an analysis of past bidding on a representative sample of contracts that the City awarded during the study period based on information from past bid and proposal files. The project team will begin the analysis by drawing a random sample of contracts stratified by various factors such as time period and contract size. Then, BBC will examine bid and proposal information from corresponding contracting and proposal files to assess which businesses competed for the work and whether minority- and woman-owned businesses fared differently than other businesses in receiving contract awards.

BBC will augment information about businesses in the bid analysis with data developed in the utilization and availability analyses. The bid analysis will result in a detailed database that tracks the participation of minority- and woman-owned businesses in each step of the contracting process. BBC will examine any patterns in:

- How contracts were bid;
- How bidders and proposers were evaluated; and

- The competitiveness of bids and proposals that minority- and woman-owned businesses submitted.

BBC will summarize explanations for any observed disparities as part of various sections of the disparity study report. The sections will include detailed discussions of the methodology that BBC used.

**Responsible staff.** Dr. James Davis, BBC Senior Data Analyst, and Dr. Holly Earls, BBC Data Analyst, will be responsible for conducting the bid analysis. Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for reporting those results to the City.

**Task 9 – Quantitative analysis of marketplace conditions.** BBC will conduct quantitative analyses of current marketplace conditions for minorities, women, and minority- and woman-owned businesses throughout the local construction; professional services (architecture and engineering); and support services. Those analyses will help the City determine whether certain types of discriminatory practices exist within specific industries in the relevant geographic market area and will also help determine whether the City is acting as a *passive participant* in any race- or gender-based discrimination that exists in the local marketplace.

**Business outcomes.** BBC will compare business outcomes for minorities, women, and minority- and woman-owned businesses to outcomes for non-Hispanic white men and businesses owned by non-Hispanic white men in the areas of:

- **Human capital** to assess whether minorities and women face any barriers related to education, employment, advancement, and gaining managerial experience in relevant industries;
- **Financial capital** to assess whether minorities and women face any barriers related to wages; homeownership; personal wealth; or access to financing, bonding, or insurance;
- **Business ownership** to assess whether minorities and women own businesses at rates that are comparable to that of non-Hispanic white men; and
- **Success of businesses** to assess whether minority- and woman-owned businesses have outcomes that are similar to those of businesses owned by non-Hispanic white men.

Those analyses will indicate whether there is evidence that discrimination in the relevant geographic market area—either in the public sector or the private sector—has affected the ability of minority- and woman-owned businesses to form, grow, and successfully compete for project work including for City contracts. A critical portion of the analysis will rely on regression analyses to examine whether there is statistical information indicating barriers in the local marketplace for minorities, women, and minority- and woman-owned businesses while statistically controlling for race- and gender-neutral characteristics.

**Relative capacity.** BBC will use regression analysis and other quantitative models to research whether the relative capacity of minority- and woman-owned businesses is constrained compared to that of businesses owned by non-Hispanic white men. That analysis will help determine whether businesses owned by non-Hispanic white men are able to bid on and perform larger projects than minority- and woman-owned businesses after statistically controlling for race- and gender-neutral factors.

**Over-concentration.** BBC will use information that we gather from the utilization, availability, and other analyses to determine whether there is evidence of any over-concentration of minority- and woman-owned businesses in specific work types and categories. We will examine specific work areas to determine whether:

- Prime contractors tend to disproportionately use minority- and woman-owned businesses that work in a select few industries or subindustries;
- Minority- and woman-owned businesses receive a disproportionately large amount of contracting dollars relative to their availability in select industries; and
- Whether the participation of minority- and woman-owned businesses serves as a barrier to other businesses attempting to work with the City.

**Assessment of information from other studies.** As appropriate, the project team will review relevant information developed in recent, publicly-released disparity studies related to the local contracting industries and reconcile them with information from the City's disparity study (including from the 2017 City of Charlotte Disparity Study, which BBC is currently conducting). As appropriate, BBC will also review information from peer-reviewed academic and legal journals.

**Data sources.** BBC will base its quantitative marketplace analyses on:

- Data collected for businesses in the utilization and availability analyses;
- U.S. Census data on employment, advancement, self-employment, and firm revenue;
- Federal Reserve Board's Survey of Small Business Finances;
- Federal Financial Institutions Examinations Council; and
- Other data sources.

**Analysis and reporting.** BBC will prepare report chapters based on the quantitative marketplace analyses in the disparity study report as well as several detailed report appendices that will include discussions of the methodology that we used.

**Responsible staff.** Dr. James Davis, BBC Senior Data Analyst, will be responsible for conducting the quantitative analysis of marketplace conditions including the business outcomes, relative capacity, and over-concentration analyses. Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for reporting results to the City.

**Task 10 – Qualitative analysis of anecdotal information.** The City has asked the project team to collect and analyze anecdotal information as part of the disparity study. The project team will collect extensive anecdotal information about potential barriers that minority- and woman-owned businesses face in the local contracting industries.

**In-depth anecdotal interviews.** As part of Task 10, the project team will conduct 20 in-depth anecdotal interviews with business owners, representatives from trade associations, and other stakeholders throughout the relevant geographic market area. All interviews will be conducted in person. The project team will interview a mix of businesses that have participated in City contracting in the past and businesses available for City contracts that may not have been successful in obtaining that work. We will generate a representative sample of businesses and stakeholders of different ownerships and types to provide a broad cross-section of the business community within the local marketplace. The interviews will be conducted with minority- and woman-owned businesses as well as with businesses owned by non-Hispanic white men. The one- to two-hour interviews will provide interviewees with the opportunity to discuss various topics related to the local marketplace including:

- Minority- and woman-owned business participation;
- Perceptions of certification and certification processes;
- Evidence of race- or gender-based discrimination;
- Promptness of payment;
- Governmental or union practices;
- Perceived barriers to contracting in the public and private sectors;
- Difficulties accessing needed capital, bonding, and insurance;
- Experiences as prime contractors and subcontractors;
- Experiences working with minority- and woman-owned businesses and other businesses;
- Evidence of any historical or current race- or gender-based discrimination;
- Effectiveness of race- and gender-neutral program measures to encourage the participation of small businesses including many minority- and woman-owned businesses; and
- Other marketplace conditions.

As part of the 2017 City of Charlotte Disparity Study, the BBC project team is conducting 20 in-depth interviews with North Carolina businesses and trade organizations. As appropriate, BBC will use information from those interviews to supplement information that we will collect from in-depth interviews that we conduct as part of the City of Asheville's disparity study. BBC will only use information from the City of Charlotte study that comes from businesses that work in the City of Asheville's relevant geographic market area and that work in industries relevant to City of Asheville contracting.

## City of Asheville Service Contract #91700363

The resulting information may help to identify prevailing practices in the public and private sectors that could lead to the underutilization of minority- and woman-owned businesses and may also help identify the effect of certain program measures in encouraging the participation of small businesses including many minority- and woman-owned businesses.

**City Council and public meetings.** The project team will conduct two public meetings in the relevant geographic market area to provide local business owners, trade association representatives, and other knowledgeable individuals the opportunity to share their perceptions and experiences about doing business in the local marketplace and working with the City. We will conduct the public meetings in conjunction with existing City Council meetings. BBC will work with the City to determine which City Council meetings or other meeting times and locations will be most appropriate. Information from the public meetings will be included as part of the project team's anecdotal analysis of marketplace conditions. Testimony from the meetings and any written comments that the project team collects will be analyzed and included, as appropriate, as part of corresponding report appendices. BBC will work with the City to secure meeting locations, advertise the public meetings, and coordinate transcription services for the public meetings.

**Analysis of availability survey responses.** Telephone surveys with business owners and managers that the project team will conduct as part of the availability analysis will include questions concerning general marketplace conditions including potential barriers associated with obtaining financing, obtaining bonding, and receiving. The project team will analyze results of those questions as part of the qualitative analysis of anecdotal information.

**Historical evidence of discrimination.** BBC will rely on existing sociological, economic, legal, and other research to assess historical evidence of any race- or gender-based discrimination in the local marketplace. The project team will use that information to provide a broader historical context for study results and recommendations.

**Assessment of any discrimination complaints.** The project team will request information concerning any informal or formal complaints related to discrimination and contracting practices that the City received during the study period. BBC will also analyze any available judicial or administrative opinions or data regarding allegations of race- or gender-based discrimination that have been made against contractors, subcontractors, vendors, or local government agencies operating in the relevant geographic market area. BBC's qualitative analysis of anecdotal information will include an assessment of any such information.

**Analysis and reporting.** The project team will analyze all resulting anecdotal information and identify and report key themes and comments pertinent to the local contracting industries. Comments from the in-depth anecdotal interviews and public meetings will be summarized in a detailed appendix of the disparity study reports. Several report chapters will draw on information from all of the anecdotal analyses.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for coordinating and facilitating all public meetings;



collecting and assessing discrimination complaints; and analyzing availability survey responses. They will also be responsible for reporting all qualitative results to the City. Dr. James Davis, BBC Senior Data Analyst, will be responsible for assessing historical evidence of discrimination. Ms. Debra Jones, ED3 Group President, and Ms. LaPronda Spann, Lain Consulting President, will be responsible for conducting all in-depth interviews. Ms. Jones will also help coordinate and facilitate in public meetings.

**Task 11 – Recommendations for contracting policies and program elements.** The City has asked that the project team provide recommendations for improving the MWBE Program and identify revisions necessary to address relevant legal requirements and case law. BBC will use information from the study and other relevant sources to provide recommendations to help the City refine its implementation of the MWBE Programs including race- and gender- neutral and race- and gender conscious measures that the agency could consider using to encourage the participation of minority- and woman-owned businesses in the future. Our recommendations will also help the City identify whether additional staffing or other resources are required to effectively implement the MWBE Program and improve any contracting policies that may act as barriers to minority- and woman-owned businesses attempting to work with the City. The project team will conduct an extensive review of existing contracting procedures and existing minority- and woman-owned business program measures (for details, see our description of Task 4). In addition, we will complete a review of program measures that other organizations in the local marketplace have implemented, and we will provide assessments of their effectiveness for the City's consideration.

Based on that review, BBC will propose recommendations to either enhance existing policies and program measures or to implement additional policies and program measures. At a minimum, BBC will make recommendations related to:

- Any contracting policies that serve as barriers to minority- and woman-owned businesses;
- Race- and gender-neutral program measures that the City has in place or could consider implementing in the future; and
- Race- and gender-conscious program measures that the City has in place or could consider implementing in the future including an assessment of how to implement such measures in a narrowly tailored manner consistent with relevant legal requirements and case law.

BBC will also make recommendations related to data management capabilities and how often the agency should conduct disparity studies in the future. In making its recommendations, BBC will take into account the cost for the City to implement any potential measures and the level of human resources necessary to implement any new measures effectively. BBC will summarize recommendations for contracting policies and program implementation in separate chapters of the disparity study report. Before preparing reports and presentations, the project team will explore results and recommendations with the City and assist the agency in evaluating their potential effectiveness.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for reviewing contracting policies and program measures. They will also be responsible for reporting recommendations to the City. Ms. Debra Clark Jones, ED3 Group President, will assist with the project team's review of contracting policies and program measures. She will also be responsible for reviewing program measures that other organizations in the local marketplace have implemented. Mr. Keith Wiener, Holland & Knight Partner, and Mr. Brian Crawford, Sanford Holshouser Attorney, will review the project team's recommendations to ensure that they are consistent with relevant legal requirements and case law.

**Task 12 – Reports and presentations.** The BBC project team will consider the totality of quantitative and qualitative research that we conduct as part of the disparity study to prepare draft and final disparity study reports for the City. We will also prepare a corresponding oral presentation that we will give in person at the end of the project. We will summarize results related to any disparities in the participation and availability of minority- and woman-owned businesses in contracts that the City awarded during the study period. We will examine evidence overall and separately for each relevant racial/ethnic and gender group. The reports and presentation will be written in a clear and concise manner using consistent language and terms. They will be easy to understand; organized in a logical manner; fully illustrated with relevant examples; and consistent with industry-best standards and methodology.

**Report.** Figure D-1 presents the sections that BBC anticipates including in the disparity study report. BBC will include a detailed executive summary that clearly and succinctly presents key findings and recommendations for the City to consider. As part of the report, we will also include a table of contents that the City can use to easily reference additional chapters and details in the report. BBC will discuss an outline of the report at the project initiation meeting and at subsequent management meetings. As necessary, we will reorganize the report to best meet the City's needs.

**Figure D-1.**  
**Proposed chapters and appendices to be included**  
**in the draft and final disparity study reports**

Report sections
<b>Chapters</b>
Chapter ES - Executive Summary
Chapter 1 - Introduction and Background
Chapter 2 - Legal Analysis
Chapter 3 - Marketplace Conditions
Chapter 4 - Data Collection and Analysis
Chapter 5 - Availability Analysis
Chapter 6 - Utilization Analysis
Chapter 7 - Disparity Analysis
Chapter 8 - Further Explorations of Disparities
Chapter 9 - Contracting practices and Program Measures
Chapter 10 - Recommendations and Conclusions
<b>Appendices</b>
Appendix A - Definitions
Appendix B - Legal Analysis and Framework
Appendix C - Quantitative Analysis of Marketplace Conditions
Appendix D - Utilization Analysis Methodology
Appendix E - Qualitative Analysis of Anecdotal Information
Appendix F - Disparity Results Tables

BBC will deliver a full draft of the disparity study report within 10 months of contract execution. As the project team completes individual sections of the draft report, we will submit them to the City for review. After obtaining the City's feedback, BBC will make any necessary revisions for the final disparity study report. BBC will deliver the final report within 11 months of contract execution. The final disparity study report will address all of the City's feedback on the draft report. We will deliver the final disparity study report in hardcopy and as a searchable electronic format.

**Final presentations.** The BBC project team will give final presentations to the Asheville City Council and other audiences of the City's choosing. The presentations will provide information about the purpose of the disparity study; the project team's methodology; key disparity study results; and recommendations and conclusions. BBC will develop the presentations in PowerPoint (or similar format) and will provide them in both hardcopy and electronic format. BBC will work with the City to determine the dates, times, and locations for the final presentations.

**Other deliverables.** BBC will provide all data, information, analyses, notes, work papers, records, documentation, and computer databases related to the disparity study when we deliver the final

## City of Asheville Service Contract #91700363

disparity study report or anytime earlier upon request. All programs, records, and materials that we deliver will be compatible with the City's existing systems.

**Responsible staff.** Dr. Sameer Bawa, BBC Project Manager, and Ms. Iris Saint, BBC Assistant Project Manager, will be responsible for compiling and delivering the full draft and final disparity study reports to the City for review and approval. They will also be responsible for developing the final presentation and presenting to the City Council and other audiences of the City's choosing.

### **Timeline**

BBC will work with the City to conduct the disparity study in a timely manner while maintaining the quality and integrity of the research. BBC proposes to complete the study within 11 months of contract execution. Figure D-2 presents BBC's proposed timeline for the disparity study including major tasks, key subtasks, and specific milestones. Assuming a project initiation date of February 28, 2017, BBC will complete the disparity study and deliver the final report and presentation to the City by January 31, 2018.





# **Disparity Study Cost Proposal**

---

**City of Asheville, North Carolina**

## Attachment C Cost Proposal

**Instructions:** Using this form, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

All cost proposals shall be signed and dated **per Section 7.2 of this RFP** and shall be submitted in a separate sealed envelope or package.

DESCRIPTION	COST
Task 1 – Project management	\$18,664
Task 2 – Community engagement	7,004
Task 3 – Legal analysis and framework	40,140
Task 4 – Review of contracting procedures and program measures	7,420
Task 5 – Utilization analysis	60,320
Task 6 – Availability analysis	47,000
Task 7 – Disparity analysis	16,320
Task 8 – Explanations for any observed disparities	4,040
Task 9 – Quantitative analysis of marketplace conditions	11,920
Task 10 – Qualitative analysis of anecdotal information	45,360
Task 11 – Recommendations for contracting policies and program elements	4,760
Task 12 – Reports and presentations	57,000
<b>TOTAL COST:</b>	<b>\$319,948</b>

**Name of Firm:** BBC Research & Consulting (BBC)

**Authorized Signature:** 

**Printed Name and Title:** Sameer Bawa, Director

**Date:** January 13, 2017



**Hourly rates and project hours.** BBC presents a schedule of hourly rates for all proposed key personnel and support staff. We also present the amount of time each person will be devoted to this project.

<b>STAFF MEMBER</b>	<b>HOURLY RATE</b>	<b>HOURS</b>
Sameer Bawa, <i>BBC Director</i>	\$180	403
Iris Saint, <i>BBC Senior Associate</i>	\$160	348
James Davis, <i>BBC Associate</i>	\$150	76
Holly Earls, <i>BBC Research Associate</i>	\$125	402
Courtney Cox, <i>BBC Data Visualist</i>	\$125	84
Helene Luna, <i>BBC Project Assistant</i>	\$100	40
Debra Jones, <i>ED3 Group President</i>	\$175	134
ED3 Group Support Staff	\$100	52
LaPronda Spann, <i>Lain Consulting President</i>	\$191	58
Brian Crawford, <i>Sanford Holshouser Attorney</i>	\$350	50
Keith Wiener, <i>Holland &amp; Knight Partner</i>	\$450	30
Ashley Grisham, <i>Holland &amp; Knight Attorney</i>	\$250	26
Customer Research International Survey Staff	\$27	850
<b>TOTAL HOURS:</b>		<b>2,553</b>

**Reimbursable expenses.** BBC will complete all tasks related to the 2017 City of Asheville Disparity Study for an amount not-to-exceed **\$319,878** inclusive of all professional fees and reimbursable expenses. Reimbursable expenses include travel costs and direct data purchases related to the disparity study. BBC anticipates travelling as part of project initiation, public meetings, in-depth interviews, in-person presentations, and other project management meetings.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICE AGREEMENT WITH BBC RESEARCH & CONSULTING FOR THE 2016 DISPARITY STUDY PROJECT

---

WHEREAS, pursuant to N.C.G.S. § 160A-20.1, the City of Asheville may enter into contracts with private entities to carry out any public purpose the City is authorized to engage in; and

WHEREAS, proposals were solicited for the project known as the 2016 Disparity Study Project; and

WHEREAS, the project includes, but not limited to: a Disparity Study of the City of Asheville's contractual awards in construction, goods, services, architectural and engineering services for the five year period of FY11 through FY16; and

WHEREAS, BBC Research & Consulting was selected for the 2016 Disparity Study Project, in the amount of \$319,948 through a selection process that reviewed their experience and qualifications as a firm, their staff qualifications and understanding of the project; and

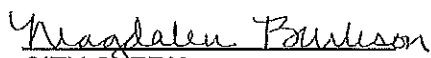
WHEREAS, the proposals have been reviewed by the Community & Economic Development Department along with Minority Business Compliance with all officers recommending approval of the proposal; and

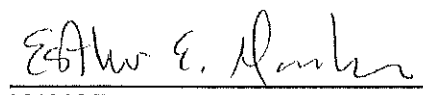
WHEREAS, the total project budget amount of \$319,948 is allocated within the Community & Economic Development budget for FY17;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

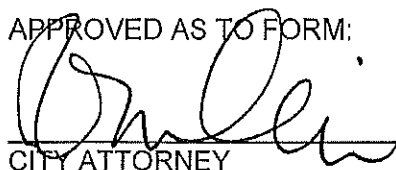
1. The City Manager, on behalf of the City of Asheville, is hereby authorized to execute a service agreement with BBC Research & Consulting for the 2016 Disparity Study Project for the service agreement amount of \$319,948.

Read, approved and adopted this 28<sup>th</sup> day of March, 2017.

  
CITY CLERK

  
MAYOR

APPROVED AS TO FORM:

  
CITY ATTORNEY



BROW452

OP ID: CF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Services JLT Facilities 22 Century Hill Dr. Ste. 103 Latham, NY 12110-1423 P&C - Direct Business	<b>CONTACT NAME:</b> P&C - Direct Business <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Beazley Ins Co Inc.</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Beazley Ins Co Inc.</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: <b>Beazley Ins Co Inc.</b>															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Browne Bortz & Coddington Inc DBA BBC Research & Consulting 1999 Broadway, Suite 2200 Denver, CO 80202															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	Misc. Prof Liab			V11CZ116PNPM	05/25/2016	05/25/2017	Per Claim <b>1,000,000</b> Aggregate <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Deductible \$10,000. 30 Days Notice of Cancellation (10 Days for Non-Payment of Premium)

<b>CERTIFICATE HOLDER</b>  City of Asheville- Community & Economic Development PO Box 7148 Asheville, NC 28802	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



*Elaine F. Marshall*  
Secretary

North Carolina  
**DEPARTMENT OF THE  
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Account  
Login  
Create  
Site  
Account

### Click Here To:

[View Document Filings](#) [File an Annual Report](#) [Amend a Previous Annual Report](#)  
[Print a Pre-Populated Annual Report form](#)

### Corporate Names

**Legal:** Browne, Bortz & Coddington, Inc

### Business Corporation Information

**SosId:** 1583371  
**Status:** Current-Active  
**Annual Report Status:** Current  
**Citizenship:** Foreign  
**Date Formed:** 3/24/2017  
**Fiscal Month:**  
**State of Incorporation:** CO  
**Registered Agent:** Corporation Service Company

### Corporate Addresses

**Mailing:** 1999 Broadway Ste 2200  
Denver, CO 80202  
**Principal Office:** 1999 Broadway Ste 2200  
Denver, CO 80202  
**Reg Office:** 327 Hillsborough St.  
Raleigh, NC 27603  
**Reg Mailing:** 327 Hillsborough St.  
Raleigh, NC 27603

### Officers

### Stock



# NORTH CAROLINA

## Department of the Secretary of State

---

**To all whom these presents shall come, Greetings:**

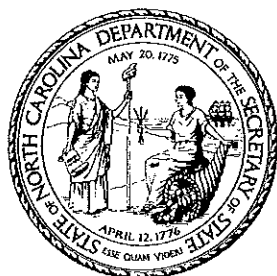
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

**APPLICATION FOR CERTIFICATE OF AUTHORITY**

**OF**

**BROWNE, BORTZ & CODDINGTON, INC**

the original of which was filed in this office on the 24th day of March, 2017.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 24th day of March, 2017.

*Elaine F. Marshall*

Secretary of State

State of North Carolina  
Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to §55-15-03 of the General Statutes of North Carolina, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the corporation is Browne, Bortz & Coddington, Inc.; and if the corporate name is unavailable for use in the State of North Carolina, the name the corporation wishes to use is: BBC Research & Consulting *Fictitious Name Not Filed In This Office*
2. The state or country under whose laws the corporation was organized is: Colorado
3. The date of incorporation was 12/16/1983; its period of duration is: Perpetual
4. Principal office information: (Select either a or b.)

- a.  The corporation has a principal office.

The street address and county of the principal office of the corporation is:

Number and Street 1999 Broadway Ste 2200

City, State, Zip Code Denver, CO 80202

County Denver

The mailing address, if different from the street address, of the principal office of the corporation is:

- b.  The corporation does not have a principal office.

5. The street address and county of the registered office in the State of North Carolina is:

Number and Street 327 Hillsborough Street

City, State, Zip Code Raleigh, NC 27603

County Wake

6. The mailing address, if different from the street address, of the registered office in the State of North Carolina is:

7. The name of the registered agent in the State of North Carolina is: Corporation Service Company

8. The names, titles, and usual business addresses of the current officers of the corporation are (attach if necessary):

<u>Name</u>	<u>Title</u>	<u>Business Address</u>
Adam D. Orens	President	1999 Broadway Ste 2200, Denver, CO 80202
Mollie C. Fitzpatrick	Secretary	1999 Broadway Ste 2200, Denver, CO 80202
Kevin M. Williams	Treasurer	1999 Broadway Ste 2200, Denver, CO 80202

APPLICATION FOR CERTIFICATE OF AUTHORITY

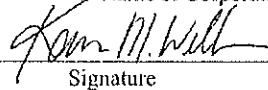
Page 2

9. Attached is a Certificate of Existence (or document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country of incorporation. The Certificate of Existence must be an original and less than six months old.
10. If the corporation is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its board of directors, certified by its secretary, adopting the fictitious name is attached.
11. This application will be effective upon filing, unless a delayed date and/or time is specified:

This is the 14<sup>th</sup> day of March, 2017

Browne, Bortz & Coddington, Inc.

Name of Corporation



Signature

Kevin M. Williams, Treasurer

Type or Print Name and Title



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BROWNE, BORTZ & CODDINGTON, INC.

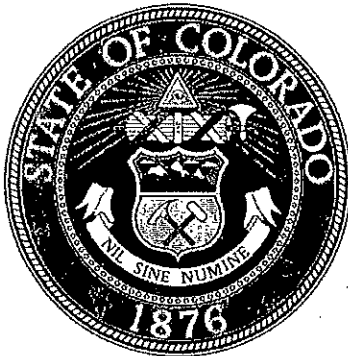
is a

Corporation

formed or registered on 12/16/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871549789 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/14/2017 that have been posted, and by documents delivered to this office electronically through 03/15/2017 @ 09:26:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/15/2017 @ 09:26:48 in accordance with applicable law. This certificate is assigned Confirmation Number 10131162 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*