

## BOCC CONTRACT AMENDMENT

| AMENDMENT SUMMARY  |   |
|--|---|
| This amendment makes changes to the following terms:   |   |
| <input checked="" type="checkbox"/> Contract Amount <input type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Scope of Work  |   |
| Amendment  |   |
| <b>Amendment Number</b>  | 1   |
| Contract Identification from Original Contract   |   |
| Vendor Legal Name  | Keen Independent Research LLC                               |
| Vendor Contact Name  | Dave Keen, President; Joseph Broad, Senior Consultant       |
| Vendor Contact Email   | dkeen@keenindependent.com' joseph.broad@keenindependent.com |
| Office or Department   | County Administrator  |
| Division /Program  |   |
| Oracle Contract Number   | 303008  |
| Version Number   | 2   |
| Contract Amount  |   |
| <b><u>Not to Exceed</u></b> Amount of current contract, including all amendments   | \$ 398,982.00   |
| Amendment Amount   | \$ 234,884.00   |
| New Cumulative <b><u>Not to Exceed</u></b> Amount  | \$ 633,866.00   |
| Contract Dates   |   |
| Amendment Effective Date   | Upon execution by parties                                   |
| New Expiration Date  | 8/31/2024   |
| Scope of Work  |   |
| Does this amendment remove any portion of the current scope of work?   | No  |
| Does this amendment add new requirements to the scope of work?   | Yes   |
| Are the fees and rates listed on the previous schedule changing?   | Yes   |
| <i>Changes to the scope of work require a insurance requirements review. Is an updated insurance review attached as Exhibit A?</i>   | No  |
| <p><b>Scope of Work Changes:</b> Describe the changes to scope of work in this box and, if needed, attach an Exhibit B with the details of the changes to the scope of work, including updated fee and rate sheets, if applicable:</p> <p>The City of Boulder has requested to join Boulder County's disparity study. An MOU has been signed between the City and County. The Scope of Work is amended to include the City of Boulder, see attached Exhibit B. The amended Scope of Work does not change the insurance requirements set forth in the original contract and those insurance requirements remain in full force and effect. An updated Exhibit A is therefore not required.</p> |   |

*Approved for use October 2023*

*All changes and modification request must be reviewed by the Boulder County Attorney's Office*

|   |                                 |
|---|---------------------------------|
| <b>Additional Contract Documents</b>  |                                 |
| Check all that apply:   |                                 |
| <input type="checkbox"/> Exhibit A: Insurance Requirements<br><input checked="" type="checkbox"/> Exhibit B: Scope of Work and Fee Schedule<br><input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements (not required if previously included)<br><input type="checkbox"/> Exhibit D: _____<br><input type="checkbox"/> Exhibit E: _____<br><input type="checkbox"/> Exhibit F: _____ |                                 |
| <b>County Internal Use Only</b>   |                                 |
| <b>Purchasing Details</b>   |                                 |
| Project #   | RFP 7468-23                     |
| Does this amendment change the purchasing process the contract must follow due to an increase in amount or timeframe?   | No                              |
| Bid Process Used  | N/A- Bid Process hasn't changed |
| Is a new bid waiver required on this contract?  | No                              |
| <b>Accounting Details</b>   |                                 |
| See October 25, 2023 Disparity Study MOU between County and City for disparity study cost sharing.  |                                 |

This AMENDMENT (“Amendment”) to the above-referenced Original Contract (“Contract”) is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of County Administrator \_\_\_\_\_ (“County”) and Keen Independent Research LLC \_\_\_\_\_ (“Contractor” or “Vendor”).

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

*Approved for use October 2023*

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3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any Additional Contract Documents where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

Contract Term. The Expiration Date of the Contract is extended through the New Expiration Date identified in the Amendment Summary.

Contract Amount. The Contract Amount is amended to include the Amendment Amount identified in the Amendment Summary. The total cost of all work performed is not to exceed the **New Cumulative Not to Exceed Amount** identified in the Amendment Summary.

Scope of Work. The Scope of Work is amended as indicated under Scope of Work Changes in the Amendment Summary and Exhibit B if indicated and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

| <b>SIGNED for and on behalf of Board of<br/>County Commissioners of Boulder County</b> | <b>SIGNED for and on behalf of<br/>Keen Independent Research LLC</b> |
|--|--|
| Signature:   | Signature:   |
| Name: Claire Levy  | Name: Dave Keen  |
| Title:   | Title: Member  |
| Date:  | Date:  |
| ↓↓ <i>For Board-signed documents only</i> ↓↓   |  |
| Attest Signature:  | <i>Initial of<br/>EO/DH</i>  |
| Attestor Name: Cecilia Lacey   |  |
| Attestor Title:  |  |

*Approved for use October 2023*

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Exhibit B  
SCOPE OF WORK SUMMARY:

Contractor will conduct a complete and legally supportable Minority, Women and Disadvantaged Business Enterprise (“MWDBE”) disparity study for Boulder County (“County”) and the City of Boulder (“City”) to inform and support the need for programs to enhance participation in County and City contracts by business enterprises.

The County and the City will receive their own reports with conclusions and recommendations specific to the County or the City. The research and analysis performed for the County and the City will be customized to each entity, with some shared elements (such as an availability survey). Project deliverables such as availability analysis, utilization analysis, disparity analysis, and study recommendations will be specific to each participating entity.

The study will assess research and evaluate any disparities that exist between MWDBEs becoming qualified to apply for and be considered for the awarding of public contracts and overall utilization. The objective of the study is to provide a complete analysis of each participating entity’s contracting and procurement activities to determine any disparities existing in the utilization of MWDBEs. The data collection, analysis and recommendations generated will relate to the legal framework set forth in the relevant United States Supreme Court decision. The results will be reliable for the reinforcement and reestablishment of standards required for each participating entity’s procurement and contracting processes to address any significant disparities identified. Study findings will be based on fact and include a legal analysis of how recommendations relate to published case law and applicable statutory framework. In addition, with respect to the federal DBE programs, the results and recommendations of the study will identify any compliance risks related to requirements of federal and state of Colorado funding sources.

Contractor will complete the following tasks:

1. Review each participating entity’s existing contracts and procurement methods;
2. Determine data requirements and collection methods to perform a sufficient analysis of the last five years of each participating entity’s purchasing and contracting information;
3. Identify key staff/business and community stakeholders and collect feedback from them through surveys, focus groups or other means, in both English and Spanish;
4. Make recommendations for the future, including a legal and risk analysis of whether there is a strong basis in evidence that a race- and gender-conscious procurement and contract program will remedy specifically identified past or present discrimination;
5. If a race- and gender-conscious procurement and contract program is supported, a legal and risk analysis of potential remedial actions by each participating entity.

The study will determine whether there is a significant statistical disparity between the availability of qualified, willing, and able MWDBEs and the use of such businesses by each participating entity their prime contractors, subcontractors, or suppliers, categorized by major racial/ethnic and gender categories as defined by federal law.

The study will determine the relevant local market area to establish an estimate of availability for MWDBEs. The analysis of availability must include a definition of the measure of availability and identify how such availability was calculated for each category. All methodologies implemented in the analysis must be thoroughly researched, reviewed, and documented to address any potential legal challenge.

The study will also include:

1. Analysis of Statistical Disparities, if any, in MWDBE business formation and projected growth rates in the relevant local market area. This may include the number of paid minorities and women in relevant companies and their positions and areas of expertise, impediments to the movement of minorities and women from craft and other positions into business ownership; and any barriers or problems related to the development and expansion of minority and women owned businesses;
2. Analysis of Statistical Disparities, if any, concerning the access by MWDBE firms to commercial capital, credit, bonding and business, family and social networks, as compared to non-MWDBE firms while holding balance sheet and creditworthiness information constant;
3. Analysis of Statistical Disparities, if any, of the percentage of all prime contract and subcontract revenues earned by MWDBE firms under contracts awarded by each participating entity or local marketplace into which the participating entity infuses its tax dollars categorized by industry and by major racial/ethnic and gender categories as defined by the federal government, for each contracting category. This analysis may include disparity analysis of revenues per employee;
4. A statistical comparison of public sector utilization (non-County and non-City) to availability categorized by industry and by major racial/ethnic and gender categories as defined by federal law, to determine any public sector disparity ratios in the relevant market area;
5. A statistical comparison of private sector utilization to availability categorized by industry and by major racial/ethnic and gender categories as defined by federal law, to determine any private sector disparity ratios in the relevant market area;
6. A detailed analysis of the effects, if any, of over-concentration of MWDBE firms and non-MWDBE firms in specific work categories or subcategories. This may include analysis of whether firm size and experience have any effect on reported disparities;
7. An analysis of whether each participating entity is a passive participant in racial, ethnic or gender discrimination. The selected proposer must investigate, describe and evaluate practices that may indicate discrimination in the relevant marketplaces that are the subjects of the disparity study. In addition, the study will identify any links of each participating entity's expenditure of public funds to any discrimination occurring in, by or through the appropriate marketplace;
8. Analysis that controls for the estimated past impacts of the implementation of any identified MWDBE programs on any overutilization or any underutilization.

Additional Areas of Analysis, at a minimum will include:

1. Analysis of discriminatory patterns and practices, if any, of local trade associations, unions, suppliers, lending institutions and contractors that affect the success of MWDBE firms. For example, these activities might include such practices as bid shopping, bid manipulation, price discrimination by suppliers and discrimination in payments, bonding requirements, lending practices, capital requirements, complicated bidding processes and commercial leasing;
2. A detailed description of any patterns of discrimination that adversely or disproportionately affect the number of willing and capable MWDBE firms. The selected proposer shall specify the methodology to be used in accomplishing the above tasks, taking care to assure that any allegations of discrimination are focused, identified and documented;
3. A qualitative narrative of anecdotal evidence of discrimination from MWDBE firms concerning experiences doing business or attempting to do business in the relevant marketplace, including experiences of institutionalized discrimination or individual instances of disparate treatment, gathered through surveys, personal interviews, focus groups, public hearings or other information gathering techniques. Proposers will identify methods to memorialize anecdotal evidence, including but not limited to, recording any beliefs that reported incidents of discrimination were motivated by race or gender bias and any beliefs that majority owned firms were not subjected to the same behavior;
4. A detailed qualitative and /or quantitative analysis of the effectiveness of both race and gender conscious and race-neutral/gender neutral measures to address any over-utilization or underutilization of MBEs, WBEs and DBEs in each participating entity's public contracting processes; and
5. A detailed description of methods to ensure that any proposed MWDBE program will be capable of withstanding legal challenge under federal equal protection analysis for MBEs, WBEs and DBEs.

Budget for the County and City study:

The chart on the following page shows a breakdown of the study budget by task. Contractor will submit monthly bills to County based on the task values shown in the "total" column below and the percentage of each task completed in that month.

| <b>Task</b>  | <b>Total</b>      |
|--|-------------------|
| 1. Project administration and meetings             | \$ 50,280         |
| 2. Legal framework and analysis                    | 26,466            |
| 3. Procurement policy analysis                     | 44,840            |
| 4. Prime contract and subcontract data collection  | 54,000            |
| 5. Determine geographic market area, subindustries | 71,200            |
| 6. Availability analysis                           | 79,761            |
| 7. Utilization analysis                            | 69,000            |
| 8. Disparity analysis                              | 39,220            |
| 9. Quantitative analysis of marketplace conditions | 19,338            |
| 10. Qualitative analysis of marketplace conditions | 75,001            |
| 11. Analysis of remedies and recommendations       | 50,960            |
| 12. Disparity study report and presentations       | 53,800            |
| <b>Total</b>                                       | <b>\$ 633,866</b> |



**Certificate Of Completion**

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| Envelope Id: D97D8F545C7448DBBE816106FA2EAB29  | Status: Sent   |
| Subject: Keen Independent Research; Disparity study; Amendment (\$234,884.00) Total 2023 Amount (\$633,866.00) |  |
| Type of Document:<br>BOCC Signed Contract  |  |
| Department/Office: Office of County Administrator  |  |
| Source Envelope:   |  |
| Document Pages: 8  | Signatures: 0  |
| Certificate Pages: 2   | Initials: 0  |
| AutoNav: Enabled   | Envelope Originator:<br>Kurtis Alberi<br>2025 14th St<br>Boulder, CO 80302<br>37542@bouldercounty.org<br>IP Address: 147.154.25.18 |
| Envelopeld Stamping: Enabled   |  |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada)   |  |

**Record Tracking**

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| Status: Original      | Holder: Kurtis Alberi   | Location: DocuSign |
| 11/16/2023 3:50:18 PM | 37542@bouldercounty.org |                    |

**Signer Events**

| Signature  | Timestamp                   |
|--|-----------------------------|
| Dave Keen<br>dkeen@keenindependent.com<br>Security Level: Email, Account Authentication (None) | Sent: 11/16/2023 4:10:27 PM |

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cecilia Lacey  
clacey@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Claire Levy  
clevy@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Cecilia Lacey  
clacey@bouldercounty.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |
| Carbon Copy Events           | Status    | Timestamp |

| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
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| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
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| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
|--------------------------------|---------------|-------------------|
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| Envelope Sent | Hashed/Encrypted | 11/16/2023 4:10:27 PM |
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| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
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