

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND EVERGREEN SOLUTIONS, LLC.**

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**EVERGREEN SOLUTIONS, LLC**, a **Consulting Firm**, authorized to do business in the State of Florida, with a business address of **2878 Remington Green Circle Tallahassee, FL 32308** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, April 14, 2022**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Classification and Compensation Study** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2022-4-HR  
CLASSIFICATION AND COMPENSATION STUDY**

1.2 On **Thursday, May 26, 2022**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2  
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **Classification and Compensation Study**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2022-4-HR**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for the duration of the project, City acceptance, and payment of the project. Completion date should be no later than 90 calendar days excluding City recognized Holidays from date of award of all tasks for the classification and compensation study.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any

other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the **"PRICING SHEET AS SUBMITTED BY PROPOSER"** in Exhibit "B".

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

**EVERGREEN SOLUTIONS, LLC**  
**Attn: DR. Jeff Ling**  
**2878 Remington Green Circle**  
**Tallahassee, FL 32308**

#### **ARTICLE 5**

#### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6**

#### **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

#### **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.



Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

#### 7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

**7.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9** **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 10** **PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)**

**ARTICLE 11**

**FEMA REQUIREMENTS – NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12**

**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute

an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                    Joseph Napoli  
                              City Manager  
                              City of Cooper City  
                              9090 S.W. 50<sup>th</sup> Place  
                              Cooper City, Florida 33328  
                              Telephone No.           (954) 434-4300

Copy To:                Jacob G. Horowitz, City Attorney  
                              Goren, Cherof, Doody & Ezrol, P.A.  
                              3099 East Commercial Boulevard, Suite 200  
                              Fort Lauderdale, Florida 33308  
                              Telephone No.           (954) 771-4500  
                              Facsimile No.           (954) 771-4923

Contractor            **Dr. Jeff Ling**  
                              **Evergreen Solutions, LLC**  
                              **2878 Remington Green Circle**  
                              **Tallahassee, FL 32308**  
                              **E-mail: Jeff@ConsultEvergreen.com**  
                              **Telephone No: 850-383-0111**

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

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

EVERGREEN SOLUTIONS, LLC

By: \_\_\_\_\_  
Name: Dr. Jeff Long  
Title: President

STATE OF \_\_\_\_\_  
COUNTY OF Leon

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dr. Jeff Long as President of **Evergreen Solutions, LLC** a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Evergreen Solutions, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 21<sup>st</sup> day of June, 2022.

Jacqueline Barnes  
NOTARY PUBLIC  
Jacqueline Barnes  
(Name of Notary Typed, Printed or Stamped)





EXHIBIT A



CITY OF COOPER CITY, FLORIDA

# Request for Proposal

---

## CLASSIFICATION AND COMPENSATION STUDY RFP 2022-4-HR

---

For information, contact the Purchasing Division:

The Purchasing Division  
954-434-4300 Ext. # 268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, April 14, 2022  
Due Date: Thursday, May 26, 2022

**CITY OF COOPER CITY  
NOTICE TO BIDDERS/PROPOSERS**

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Thursday, May 26, 2022, from qualified contractors capable of providing classification and compensation study. Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

**CLASSIFICATION AND COMPENSATION STUDY  
RFP 2022-4-HR**

The detailed Request for Proposal (RFP) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

**Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00PM (EST), Thursday, May 26, 2022.** The outside of the envelope or box must be clearly marked "RFP 2022-4-HR, CLASSIFICATION AND COMPENSATION STUDY" and shall contain one (1) identified, unbound original, two (2) copies and one (1) electronic copy (flash drive) of your bid/proposal.

For questions and/or requests for information about this solicitation, please contact [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY  
City Clerk's Office

---

Please publish one (1) time on:

Thursday, April 14, 2022

Please send invoice and proof of publication to:

Tedra Allen, City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, FL 33328  
[TAllen@CooperCityFL.org](mailto:TAllen@CooperCityFL.org)

## SECTION I – INTRODUCTION AND INFORMATION

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

### 1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Classification and Compensation Study as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

### 1.2 DUE DATE & SUBMITTALS

**1.2.1** All bids are due no later than 3:00PM (EST), Thursday, May 26, 2022, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

**1.2.3** The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

### 1.3 PRE-PROPOSAL MEETING – **NONE**

### 1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

### 1.5 CONTRACT TERM

**1.5.1** The term of this Agreement shall be for the duration of the project, City acceptance, and payment of the project.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

### 1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person. A detailed outline of the tasks and a timeline for completion (completion date should be no later than 90 calendar days excluding City recognized Holidays from date of award) of all tasks for the classification and compensation study.

## **1.7 PRICE**

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

## **1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED – N/A**

## **1.9 METHOD OF AWARD**

**1.9.1** The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

**1.9.2** Bidder must provide total cost proposal listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.9.5** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

**1.9.7** While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.8** The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

## **1.10 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. The Successful Proposer shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be

reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

#### **1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

#### **1.12 WRITTEN CONTRACT**

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

**[END OF SECTION]**

## SECTION II – SOLICITATION SCHEDULE

<b>Item</b>	<b>Date</b>
Request for Proposal Issued and Advertised	Thursday, April 14, 2022
Last Date for Receipt of Questions of a Material Nature	Thursday, May 19, 2022
<b>PROPOSAL DUE (Prior to 3:00PM EST)</b>	Thursday, May 26, 2022
Review of Proposals & Selection of Candidates for Presentations	Week of June 2, 2022
Presentations & Final Ranking	Week of June 9, 2022
Recommendation of Award/Agenda Item Request	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]

## SECTION III - GENERAL CONDITIONS

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

### 3.0 GENERAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

### 3.1 BID/PROPOSAL TABULATIONS

Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

### 3.2 NO BID/PROPOSAL

If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

### 3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org).

### 3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

### 3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her Bid/Proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid/Proposal Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID/PROPOSAL. NO BID/PROPOSALS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid/Proposal shall be considered as a Bid/Proposal in complete compliance with the specifications as listed on the attached form.

### 3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

### **3.7 CONDITIONS AND PACKAGING**

It is understood and agreed that any item offered or shipped as a result of this Bid/Proposal shall be latest and most current production model at the time of this Bid/Proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid/Proposal shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **3.10 CANCELLATION**

In the event that any of the provisions of this Bid/Proposal are violated by the Awarded Vendor, the Purchasing Division shall give written notice to the Awarded Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

### **3.11 PROTESTS, APPEALS AND DISPUTES**

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

### **3.12 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this Bid/Proposal solicitation, the prices quoted by the Proposer on the Bid/Proposal Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

### **3.13 COMPLETE PROJECT REQUIRED**

The Successful Proposer shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

### **3.14 PRICES QUOTED**

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid/Proposal, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight



prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of Bid/Proposal(s).

### **3.15 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the Bid/Proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

### **3.16 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### **3.17 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

### **3.18 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

### **3.19 PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **3.20 OSHA**

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

### **3.21 ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.22 DEFAULT**

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

### **3.23 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their Bid/Proposal once awarded. Any substitute shipments shall be returned at the Bidder/proposer expense.

### **3.24 PROPOSER'S FACILITIES**

The City reserves the right to conduct site visits to Proposer's business location(s) at any time with prior notice and/or may request that Proposer participate in live presentations. The selection of a Successful Proposer may be based wholly or in part upon the results of site visits or live presentations.

### **3.25 DISCLAIMER**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or, waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid/Proposal satisfies the criteria established in this Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

### **3.26 EVIDENCE**

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

### **3.27 DEMONSTRATION OF COMPETENCY**

**3.27.1** Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

**3.27.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.27.3** The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder/proposer Bid may render the Bid/Proposal non-responsive.

**3.27.4** The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.28 ASSIGNMENT**

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.29 INDEMNIFICATION**

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

### **3.30 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

### **3.31 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Proposer acknowledges that the materials submitted with the Bid/Proposal and the results of the City evaluation are open to public inspection upon proper request. The Successful Proposer should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

### **3.32 FORCE MAJEURE**

The performance of any act by the City or the Successful Proposer hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Successful Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid/Proposal.

### **3.33 COLLUSION**

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

**3.33.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.33.2** Any prices and/or cost data quoted for this Bid/Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.33.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

**3.33.4** The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

**3.33.5** No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

### **3.34 CONE OF SILENCE**

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
- i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- B. Restriction: Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
  - ii. Oral presentations before selection or evaluation committees;
  - iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
  - iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

### **3.35 ELIGIBILITY**

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

### **3.36 TIE BID/PROPOSALS/PREFERENCE**

Whenever two or more Bids/Proposals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, the contract shall be awarded based on the following criteria to be considered in the following order of priority:

- a. A local bidder/proposer with a primary business location within the City of Cooper City.
- b. A bidder/proposer with a primary business location within Broward, Miami-Dade or Palm Beach Counties.
- c. A bidder/proposer with a primary business location within the State of Florida.

The City may split the award of a contract when it is to the city's advantage. Where the above mentioned selection criteria is not in effect, and all other potential remedies have been exhausted, the tie Bid/Proposal may be resolved by lotter. Such lottery shall be conducted by the city manager or designee, and shall be open to the public.

### **3.37 SPOT MARKET PRICING - N/A**

### **3.38 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event that such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### **3.39 TERMINATION FOR DEFAULT**

If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

### **3.40 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **3.41 TERMINATION FOR LACK OF FUNDING**

The resulting agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of Cooper City in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

### **3.42 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

### **3.43 GOVERNING LAW AND VENUE**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

### **3.44 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

### 3.45 AUDITS

The City shall have access to all books, records, and documents of the Successful Proposer which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Successful Proposer or at some location mutually agreed upon by the City and the Successful Proposer.

### 3.46 PUBLIC RECORDS:

- a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.
- f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50 PLACE  
COOPER CITY, FL 33328  
954-434-4300 x #291  
[PRR@COOPERCITYFL.ORG](mailto:PRR@COOPERCITYFL.ORG)

### **3.47 SCRUTINIZED COMPANIES**

Successful Proposer certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Successful Proposer agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **3.48 E-VERIFY**

- a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **3.49 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any Bid/Proposal response to this advertised request constitutes a Bid/Proposal made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder/proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this Bid/Proposal and subsequent contract award

**[END OF SECTION]**

## SECTION IV - SPECIAL CONDITIONS

### 4.1 SPECIAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

### 4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the Successful Proposer shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Successful Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Successful Proposer or any person the Successful Proposer has designated in the completion of the contract as a result of his or her Bid/Proposal.

The Successful Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Successful Proposer, or its employees, agents, servants, partners principals or subcontractor. The Successful Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Successful Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

Successful Proposer shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Successful Proposer allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the City with notice of cancellation or the Successful Proposer shall obtain written agreement from its Agent to provide the City with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Successful Proposer shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as



proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Successful Proposer shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Successful Proposer shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

**Prior to the execution of this agreement, Successful Proposer shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Successful Proposer. Additionally, the Successful Proposer shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Successful Proposer pursuant to the resulting agreement.**

#### **4.3.1 REQUIRED INSURANCE**

**The City of Cooper City must be shown as an additional insured on all policies with the exception of Workers' Compensation.** The City, its officials, employees, and volunteers are to be covered as an additional insured– with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

**4.3.1.1 Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**4.3.1.2 Worker's Compensation and Employers Liability Insurance** covering all employees, and/or volunteers of the Successful Proposer engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Successful Proposer shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Successful Proposer.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. The Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Coverage for the Successful Proposer and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

**4.3.1.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

#### **4.3.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the City
3. 45-Day Notice of Cancellation or Non-Renewal to the City
4. Successful Proposer's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Successful Proposer shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the Successful Proposer pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Successful Proposer and provided proof of such coverage is provided to City. The Successful Proposer and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

**4.3.3 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder/proposer own policies. Sexual Abuse may not be excluded from any policy.

**4.3.4 BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION** - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

#### **4.4 PERMITS, FEES AND NOTICES**

**4.4.1** The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Awarded Vendor shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Awarded Vendor shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

**4.4.2** The Awarded Vendor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The City shall not be responsible for monitoring the Awarded Vendor's compliance with any laws or regulations.

**4.4.3** The Awarded Vendor shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

#### **4.5 BONDS**

##### **4.5.1 PERFORMANCE AND PAYMENT BOND - NOT REQUIRED FOR THIS SOLICITATION**

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the Bid/Proposal); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the Awarded Vendor.

If required herein, the Awarded Vendor shall within fifteen (15) days of the award execute and furnish Payment and Performance Bonds in an amount equal to the proposal costs and in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

##### **4.5.2 BID/PROPOSAL BOND - NOT REQUIRED FOR THIS SOLICITATION**

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the Bidder's or Proposer's maximum Bid/Proposal price and in the form of a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers

whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

#### **4.6 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining Bid/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

#### **4.7 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

#### **4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

#### **4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

#### **4.11 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

#### **4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable task order and/or Bid/Proposal number. All invoices must reference the applicable task order and/or Bid/Proposal/Proposal number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

#### **4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Proposer modify his/her Bid/Proposal to more fully meet the needs of the City.

#### **4.15 BID/PROPOSAL ACKNOWLEDGMENT**

By submitting a Bid/Proposal, the proposer certifies that they have fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

#### **4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS**

The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

#### **4.18 ALTERNATE BIDS/PROPOSAL**

An alternate Bid/Proposal is viewed by the City as a Bid/Proposal describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate Bid/Proposal may also be a second Bid/Proposal submitted by the same proposer which differs in some degree from its basic or prime Bid/Proposal.

Alternate Bid/Proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids/proposal submitted.

#### **4.19 ADDENDUM OR AMENDMENT TO SOLICITATION**

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

#### **4.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.21 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.22 CONTRACT DOCUMENT**

The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

#### **4.23 PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, **OR**;
- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

#### **4.24 LIQUIDATED DAMAGES - NOT APPLICABLE FOR THIS SOLICITATION**

Liquidated damages of \$800.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

#### **4.25 FEDERAL REQUIREMENTS - NOT APPLICABLE FOR THIS SOLICITATION**

Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and also apply to any subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

**4.25.1** CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

**4.25.2** If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation

shall survive the term or termination of this Agreement.

**4.25.3** Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

**4.25.3.1** Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**4.25.3.2 Davis-Bacon Act:** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**4.25.3.3 Copeland "Anti-Kickback" Act:** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

**4.25.3.4 Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.



- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**4.25.3.5** Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251-1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251-1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

*Clean Air Act.*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

*Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

**4.25.3.6** Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**4.25.3.7** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or Bid/Proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**4.25.3.8** Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

**4.25.3.9** Recovered Materials.

- (1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
  - (ii) Meeting Contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**4.25.3.10** Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

**4.25.3.11** Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

**4.25.3.12** Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**4.25.3.13** No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**4.25.3.14** DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**4.25.3.15** Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**4.25.3.16** Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**4.25.3.17** Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
- or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The CONTRACTOR shall report the following information:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within ten (10) business days of submitting the information required in this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**4.25.3.18 Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**4.25.3.19 Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**4.25.3.20 License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

[END OF SECTION]

## SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

### 5.1 BACKGROUND

The employees of City of Cooper City serve a population of approximately 30,000. The City has 110 full-time, 30 part-time, and 20 seasonal established positions, consisting of approximately 54 full-time and 28 part-time classifications, along with Executive, Managerial, Legal, Technical and Confidential Administrative Support job classifications.

### 5.2 PURPOSE

The purpose of this written bid is to solicit and obtain proposals from firms qualified to conduct a Citywide Employee Job Classification and Compensation Study.

The City of Cooper City is looking for the contractor to examine the City's current classification schedule, compensation practices (salary ranges, range spreads, and midpoint progressions), and update all job descriptions (approximately 100 job titles) to ensure accuracy and continuity across each of the service areas. The project shall consist of an analysis of the City's job descriptions, compliance with the Fair Labor Standards Act (FLSA) exemption status requirements, and the Equal Employment Opportunity (EEO) Occupational Group designation.

### 5.3 SCOPE OF WORK

The selected Consultant will be required to provide some or all of the following services:

- Review existing classification/compensation plan, structure and policies to determine what policy and plan revisions are necessary to attract and retain qualified employees.
- Conduct a job audit of all positions, interviewing key personnel as necessary to determine the organizational structure and primary functions of each, and to ensure positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills and abilities are classified together.
- Recommend pay administration practices concerning increases and reductions in pay for personnel actions such as promotions, demotions, reclassifications, and transfers; and identify potential pay compression issues.
- Review and make recommendations to existing FLSA exemption statuses (non-exempt or exempt, and if exempt, under which exemption), and ensure that everything is in compliance with any and all state and federal laws that apply.
- Conduct a comprehensive and comparative compensation study that includes:
  - Salary study and recommend salary ranges for all classifications.
  - Recommendations for implementation of the salary adjustments over a 1 year and 2 year period. This should include an assessment of internal comparisons of job classes and an estimate of the fiscal impact of the recommended changes.
  - Recommendations of future Longevity, COLA and/or MERIT adjustments and how it affects salary ranges, based on comparisons with neighboring municipalities, private/public sector, market and other conditions.
  - Developing organizational charts, job families, and career ladders.

- Addition of non-salary (health, pension, vacation, etc.) benefits, that reflects the most current market changes in salary and compensation ranges. This should consider actual current salaries from comparable labor markets, including both private and public sector, to ensure the City of Cooper City's compensation is equitable and competitive in its total compensation package.
- Consultant to develop guidelines and to assist City staff with determining the starting pay for new employees based on qualifications, knowledge and experience above the minimum requirements of the position, and a scoring and rating system for interviewing.
- A comprehensive final report is required at the conclusion of the Study, following discussions with the HR director and City Management. The consultant will be required to attend at least one City Commission meeting and present final results to the City Commission.

#### **5.4 CONTRACTOR'S QUALIFICATIONS**

Contractor is required to have extensive experience in developing and implementing classification and compensation plans for government entities, including compensation systems for municipal government, municipal utilities, and jobs not represented and represented by labor unions. The City prefers that the contractor or principals have at least seven to ten (7 to 10) years of classification and compensation project consulting with experience in both private and public environments, and that the proposed project manager assigned to the work have a minimum of three to five (3 to 5) years experience in classification and compensation project management experience and have served as project manager on similar projects in complexity and size on a minimum of three previous occasions.

Along with your proposal, please include resume/qualifications, a reference list of agencies for which you have provided similar services, and your general availability for completing the following services over the next several months. Please also include your general philosophy on classification/compensation plans, i.e., what your preferred components are of a classification/compensation plan, as well as sample policies and compensation/classification plans you have prepared for other clients.

#### **5.5 DELIVERY AND PAYMENT**

Submit a detailed outline of the tasks and a timeline for completion (completion date should be no later than 90 calendar days excluding City recognized Holidays from date of award) of all tasks for the classification and compensation study.

Submit status reports on the completion of the classification and compensation study every 28 days, then bi-weekly the last 30 days excluding City recognized Holidays.

The written report should include, at minimum, the research performed, methodology, compensation philosophy, findings and recommendations, policy updates based on recommendations, proposed pay plan, and implementation cost projection.

Contractor shall provide an itemized invoice listing the dates of service, service description, hourly rate (if applicable) and the invoice number.

If, at any time during the contract, the City shall not approve or accept the Contractor's work performance and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.

The contractor shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the contractor has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the contractor from liability and obligations under the Contract.

## 5.6 PRICING

Please provide a proposal for the Complete Package of services listed under the Scope of Services, as well as separate quotes for each grouping of services as listed in the Cost Proposal Sheet.

Please note that although it is the City's desire for one contractor to provide all services, the City requests services be quoted separately in the event funding is not available to procure all services or the City finds it in its best interest to select multiple consultants. Proposals for more cost-effective methods of achieving the desired outcome will also be considered.

If applicable, please include any additional fees that may be required for in-person meetings or telephone/e-mail correspondence, as well as any applicable separate fees for related or optional services. If providing an hourly rate, please provide range/cap on hours anticipated, based on your related experience.

## 5.7 SUBMISSION OF PROPOSAL

To receive consideration, proposals must be received prior to the due date and time. All information submitted by the Contractor shall be printed, typewritten or filled in with pen and ink.

Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of five (5) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims

### **The Proposal shall be signed by a representative who is authorized to contractually bind the Consultant.**

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Consultant follow the format and instructions contained herein. If the Consultant so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Contractor, which offer shall be deemed accepted upon approval of the City Commission of the City of Cooper City, and in case of default the City of Cooper City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

## 5.8 CONSULTANT'S INFORMATION

Profile of Consultant

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?
- f. Please include resume/qualifications, a reference list of agencies for which you have provided similar services, and your general availability for completing the services over the next ninety (90) days. Please also include your general philosophy on classification/compensation plans, i.e., what your preferred components are of a classification/compensation plan, as well as sample policies and compensation/classification plans you have prepared for other clients.

**Summary of Consultant's Qualifications.**

- a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
- b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
- c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- d. Describe what municipal staff support you anticipate for the project.

**NOTE: It is the responsibility of each Consultant to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).**

Company Name: \_\_\_\_\_

Consultant's Name: \_\_\_\_\_

Consultant's Title: \_\_\_\_\_

Consultant's Signature: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_



[END OF DETAILED CLASSIFICATION AND COMPENSATION STUDY SCOPE OF WORK]

**SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City's City Manager.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
<b>1. Company's Qualifications and Experience and Key Professional Personnel</b> A. Qualifications and experience of the proposing company and City assigned staff. B. Number of years this company has been in business. C. References. D. Experience conducting similar work. E. Ability to comply with the full scope of the specifications.	40
<b>2. Technical Approach</b> A. Understanding of the scope of work B. Technical soundness of proposal C. Quality and thoroughness of the submitted proposal D. Adhere to specifications and requirements of the RFP	30
<b>3. Cost Proposal</b> A. Proposed pricing, fees and rates	30
<b>TOTAL POSSIBLE POINTS:</b>	<b>100</b>

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive,

to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

<b>FORMULA EXAMPLE</b>				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points ( <i>lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points</i> ) Round to the nearest tenth	Total Points Awarded - Round to the nearest tenth
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

**6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will award the Proposal deemed most qualified based on the submittal criteria.

**6.5 RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

[END OF SECTION]

## SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.34, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50 Place  
Cooper City, Florida 33328  
(954) 434-4300, 268  
Purchasing@CooperCityFL.org

### 7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by **Thursday, May 26, 2022, 3:00 PM EST** for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. One (1) **ELECTRONIC** copy (flash drive)

All proposals shall address and be presented as outlined below:

A. Title Page: List the following:

1. RFP 2022-4-HR, CLASSIFICATION AND COMPENSATION STUDY
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

### Section 1 – Introduction Letter (Limit to two pages)

- A. An introduction letter introducing the Company including the corporate name (if applicable), address and telephone number of principal office, number of years in business and size of staff.
- B. In the letter, the Proposer must name the principal or other employee or the firm that shall be designated for the Classification and Compensation Study. This person shall be considered the primary person responsible for this contract.
- C. Summarize in a brief and concise manner, the proposers understanding of the work to be performed, the commitment to perform the work, and a statement of why the firm believes it is best qualified to provide the services.
- D. An authorized agent of the Proposer must sign the Introduction Letter.

### Section 2 – Approach to the Project

The proposal shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- A. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services. Include the methodology intended to conduct the Risk Assessment and audits.
- B. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project Describe involvement of City Staff
- C. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

### Section 3 – Firm Qualifications and Experience

Provide references for the last five (5) years for which your firm provided a similar service of the scope and nature required by this RFP similar in size and scope to the City's request. These references must include, as a minimum: name of company, contact person, address, telephone number and email address. References shall include the general description of the project, the dates, and whether timelines were met. The City of Cooper City may not be used as a reference.

- A. Contractors shall demonstrate financial stability. Contractors shall provide a statement of the Contractor's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent audited annual financial statements. In the event the Contractors does not have audited financial statements, the Contractors may substitute non-audited financial statements OR complete federal tax returns for the last two years. Financial statements provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. Sensitive confidential information may be redacted on the statements/ federal tax returns. This information will be reviewed by the Finance Technical Staff.
- B. Letters of Commendations or Recommendation may be included in this section.

### Section 4 – Operational Information

Proposers shall submit the following information as described below:

- A. Provide an organization chart showing all key personnel, including their titles, to be assigned to this contract. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants and shall include the functions to be performed by the key personnel. "All key personnel" includes all partners, managers, seniors and other professional staff that will perform work and/or services in this contract.
- B. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
- C. Describe the experience, qualifications, ability to meet schedules, and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
- D. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

#### Section 5 – Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 5 of 5 of Attachment A. The cost proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The cost evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

**THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR CLASSIFICATION AND COMPENSATION STUDY"**

Section 6 – Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Section 7 – Any Additional Information deemed relevant by the Proposer to this contract. Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida 33328

**[END OF SECTION]**

**ATTACHMENT A**

*(Page 1 of 5)*

City of Cooper City, Florida

# Proposal Form

---

## **CLASSIFICATION AND COMPENSATION STUDY**

### **RFP 2022-4-HR**

Proposal Due: Thursday, May 26, 2022

---

For Information Contact:

The Purchasing Division  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, April 14, 2022

Submitted by: \_\_\_\_\_  
(Company name)

**ATTACHMENT A**

(Page 2 of 5)

**Project:** CLASSIFICATION AND COMPENSATION STUDY  
**Contract Identification:** RFP 2022-4-HR  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information-Contact Purchasing Division  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.



**ATTACHMENT A**  
*(Page 3 of 5)*

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, May 19, 2022 at 5:00 PM EST.**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**ATTACHMENT A**  
*(Page 4 of 5)*  
**Bidder's Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

---

Authorized Signatory Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

---

Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

---

Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

---

Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**ATTACHMENT A**

(Page 5 of 5)

**COST PROPOSAL SHEET  
 FOR  
 CLASSIFICATION AND COMPENSATION STUDY**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

**TOTAL COST PROPOSAL**            \$ \_\_\_\_\_

**TOTAL COST PROPOSAL IN WORDS** \_\_\_\_\_

**Pricing**

<b>COMPONENT</b>	<b>COST</b>
<p>Review existing classification/compensation structure and policies (<i>i.e., method of determining individual salary ranges, calculating pay rates for promotions and demotions, methods for across-the-board pay increases and progression through pay ranges, etc.</i>) to determine what policy revisions are necessary.</p> <p>AND</p> <p>Develop policy and assist with implementing changes to the existing classification/compensation structure and policies.</p> <p>AND</p> <p>Train in-house staff on sustaining the classification/compensation system recommended.</p>	
<p>Conduct a job audit of all positions, interviewing key personnel as necessary to determine the organizational structure and primary functions of each.</p> <p>AND</p> <p>Establish the relationships and comparable worth of each position in order to clarify what constitutes a promotion vs. demotion, etc.</p> <p>AND</p>	

<p>Review and make recommendations to existing FLSA exemption statuses, and any and all state and federal law that applies.</p> <p>AND</p> <p>Review existing job descriptions, <u>and</u> either</p> <p style="padding-left: 40px;">Update job descriptions to ensure they are reflective of actual work performed and in compliance with EEOC, ADA, and FLSA</p> <p style="padding-left: 40px;"><i>or</i></p> <p style="padding-left: 40px;">Provide consultation services for developing a system of updating all job descriptions using an improved and legally-compliant format.</p>	
<p>Conduct a salary study and recommend salary ranges for all classifications (with recommendations for adjustments to actual salaries and how to handle employees whose current salaries are outside the recommended ranges).</p>	
<p>Conduct a comprehensive classification and compensation study that includes, but not limited to, salary ranges with and without health and pension benefits, and that reflects the most current market changes in salary ranges.</p>	
<p>Conduct a comprehensive and comparable study with other Cities that reflect COLA and/or MERIT increases, and how it affects salary ranges, especially the maximum of salary ranges.</p>	
<p>Optional Services and/or Optional Fees:</p>	
<p>Complete Package Cost: Total Cost for all services above</p>	<p>\$</p>

Submitted by: \_\_\_\_\_  
(Print)

Authorized Signature: \_\_\_\_\_  
(Sign)

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

STATE: <b>FLORIDA</b> COUNTY: _____	
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <div style="text-align: right; font-size: small;"><i>Name of person making statement</i></div>	
<b>(NOTARY SEAL)</b>	_____ <i>Signature of Notary Public - State of Florida</i> _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____ Type of Identification Produced _____	

**ATTACHMENT B  
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME & TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

2. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME & TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

3. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME & TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**ATTACHMENT C**

(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

**ATTACHMENT C**  
(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
*Signature*

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>
_____ <i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known</b> _____ <b>OR</b> <b>Produced Identification</b> _____
<b>Type of Identification Produced</b> _____

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:  
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	





**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- The \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings. list of  
\_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.  
\_\_\_\_\_ (c) Maintaining bank accounts.  
\_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.  
\_\_\_\_\_ (e) Selling through independent contractors.  
\_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders  
\_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.  
\_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.  
\_\_\_\_\_ (i) Transacting business in interstate commerce.  
\_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.  
\_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.  
\_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.  
\_\_\_\_\_ (m) Owning, without more, real or personal property.

activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm in NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust  
(II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

### Attachment G

<p>Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>												
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Print or type. See Specific instructions on page 3.</p>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.      Requester's name and address (optional)</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>													
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> </tr> <tr> <td style="text-align: center; padding: 2px;">OR</td> <td colspan="3"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> </tr> </table>			Social security number				OR				Employer identification number			
Social security number														
OR														
Employer identification number														
<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; vertical-align: top;"><b>Sign Here</b></td> <td style="width: 60%; border: 1px solid black; vertical-align: top;">Signature of U.S. person ▶</td> <td style="width: 25%; border: 1px solid black; vertical-align: top;">Date ▶</td> </tr> </table>			<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶									
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶												
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>														
<p>Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2018)</span></p>														

## Attachment H

### REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.fuia.com](http://www.fuia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).



**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)        _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)
_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT L**

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of, \_\_\_\_\_  
**Print Name and Title** **Company Name**

certify that \_\_\_\_\_ does not:  
**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
SIGNATURE

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known ____ <b>OR</b> Produced Identification ____	
Type of Identification Produced _____	





**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
***TO BE RETURNED WITH PROPOSAL***

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**  
**(Page 2 of 2)**

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: <b>FLORIDA</b>
COUNTY:     _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__ by: _____ <div style="text-align: right; margin-right: 100px;"><i>Name of person making statement</i></div>
<div style="text-align: right; margin-right: 100px;">_____  <i>Signature of Notary Public - State of Florida</i></div>
<div style="text-align: right; margin-right: 100px;">_____  <i>Name of Notary Typed, Printed, or Stamped</i></div>
<b>(NOTARY SEAL)</b>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

## AGREEMENT

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**«Vendor\_Name\_Upper\_Case»**, a **«Vendor\_Business\_Type»**, authorized to do business in the State of Florida, with a business address of **«Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

### WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

#### **ARTICLE 1** **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Solicitation Name** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

#### **SOLICITATION #** **"SOLICITATION NAME"**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

#### **ARTICLE 2** **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **«Service\_Description»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in

accordance with the Scope of Services outlined in the specifications, "**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for three (3) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. This Agreement may be renewed for up to one (1) additional two (2) year terms, subject to the written consent and agreement between the Parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the "**PRICING SHEET AS SUBMITTED BY PROPOSER**" in Exhibit "A".

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

«Vendor\_Name»  
Attn: «Vendor\_Contact\_Title»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

#### **ARTICLE 5** **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6** **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed

pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized

to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Contractor pursuant to this agreement.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

#### 7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.



**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

**7.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 45-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance

required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9** **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 10** **PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)**

**ARTICLE 11  
FEMA REQUIREMENTS**

Any reference made to CONSULTANT in this section shall also apply to any Sub-consultant under the terms of this Contract. CONSULTANT shall be responsible for the compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with all of these contract clauses:

11.1 CONSULTANT shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to CITY due to CONSULTANT'S negligence, including failure to comply with this Article, CONSULTANT upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONSULTANT'S negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, CONSULTANT shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, CONSULTANT agrees as follows:

- (1) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONSULTANT'S legal duty to furnish information.
- (4) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONSULTANT'S commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of CONSULTANT'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONSULTANTS must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONSULTANTS must be required to pay wages not less than once a week.

11.3.3 Copeland "Anti-Kickback" Act: CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, "CONSULTANTS and SUBCONSULTANTS on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONSULTANT must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5) CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONSULTANT and any SUBCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or SUBCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the SUBCONSULTANTS to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through (4) of this section.”

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### Clean Air Act.

- (1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The CONSULTANT agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- (1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).CONSULTANTs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

11.3.8 Compliance with State Energy Policy and Conservation Act. CONSULTANT shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

### 11.3.9 Recovered Materials.

- (1) In the performance of this Contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
  - (ii) Meeting Contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), CONSULTANT shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), CONSULTANT agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The CONSULTANT agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The CONSULTANT agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONSULTANT agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the SUBCONSULTANT who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The CONSULTANT shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to the CONSULTANT's actions pertaining to this Contract.

**ARTICLE 12**  
**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Joseph Napoli City Manager City of Cooper City 9090 S.W. 50 <sup>th</sup> Place Cooper City, Florida 33328 Telephone No. (954) 434-4300
------	--

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»

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

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DRAFT

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**«Vendor\_Name\_Upper\_Case»**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **«Vendor\_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor\_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

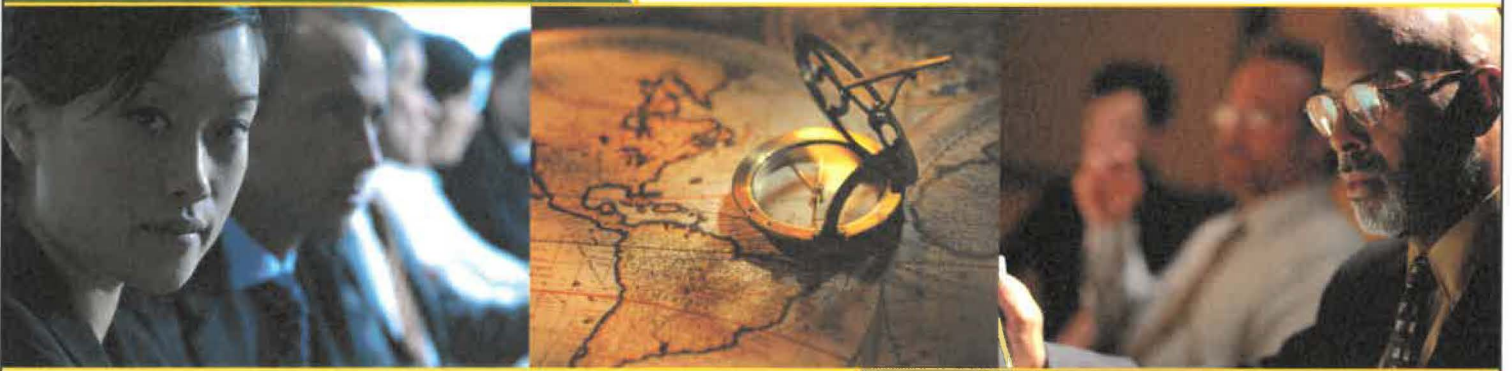
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

EXHIBIT B

**A Technical Proposal to Conduct a  
Classification and Compensation Study for  
the City of Cooper City, FL  
RFP #2022-4-HR**

**ORIGINAL**



Evergreen Solutions, LLC

**May 26, 2022**

---

**A Proposal to Conduct a  
Classification and Compensation Study for  
the City of Cooper City, FL  
RFP #2022-4-HR**

Submitted to:

City of Cooper City  
Ms. Tedra Allen, City Clerk  
City Clerk's Office  
9090 Southwest 50<sup>th</sup> Place  
Cooper City, Florida 33328

Submitted by:



Dr. Jeff Ling, President  
Evergreen Solutions, LLC  
2878 Remington Green Circle  
Tallahassee, Florida 32308  
(850) 383-0111 (ph) / (850) 383-1511 (fax)

**May 26, 2022**

---

# *Table of Contents*

<b>1.0</b>	<b>Introduction Letter</b>	
<b>2.0</b>	<b>Approach to Project</b>	<b>2-1</b>
2.1	Methodology and Approach	2-1
2.2	Detailed Work Plan	2-11
2.3	Proposed Timeline	2-20
<b>3.0</b>	<b>Firm's Qualifications and Experience</b>	<b>3-1</b>
3.1	Firm's Background and History	3-1
3.2	Select Relevant Experience	3-4
3.3	References	3-28
3.4	Financial Stability	3-29
<b>4.0</b>	<b>Operational Information</b>	<b>4-1</b>
4.1	Proposed Project Team	4-1
4.2	Key Personnel	4-2
<b>5.0</b>	<b>Required Attachments</b>	<b>5-1</b>





---

*Section 1.0*  
*Introduction Letter*





# Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

---

May 23, 2022

Ms. Tedra Allen, City Clerk  
City Clerk's Office  
9090 Southwest 50th Place  
Cooper City, Florida 33328

Dear Ms. Allen:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Classification and Compensation Study for the City of Cooper City. Our response is based on our review of your Request for Proposal (RFP #2022-4-HR), our understanding of the Florida labor market, our experience working with hundreds of local governments and other public sector organizations, and our knowledge of best practices in human resources management. **We believe we are best suited to provide the services being requested by the City of Cooper City as we have conducted more than 800 similar studies throughout the country.**

Evergreen was formed in 2004 in Florida to provide an alternative to traditional consulting practices, we provide an innovative and effective option by focusing on clients needing partners and not simply another service provider.

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 46 states. In the State of Florida, Evergreen has conducted more than 200 classification and/or compensation related studies for local governments and other public sector organizations.

The following is a list of just some of the Florida local government clients that our consultant team has worked with, or is currently on contract to work with, that involved services similar in scope to the services being requested: City of Bushnell; City of Bunnell; City of Temple Terrace; City of Orlando; City of Winter Park; City of Kissimmee; City of Orange City; City of Lake City; City of Alachua; City of Deltona; City of Ft. Myers; City of Sebastian; City of North Port; City of Ocala; City of Gainesville; City of St. Cloud; City of High Springs; City of Cocoa; City of Holy Hill; City of Punta Gorda; City of Daytona Beach; City of Plantation; City of Palm Beach Gardens; City of Dania Beach; City of Tamarac; City of North Miami Beach; City of Hollywood; City of Sunny Isles Beach; City of Homestead; City of Key West; City of Bartow; City of West Melbourne; City of Melbourne; City of Daytona Beach Shores; City of Holly Hill; City of Maitland; City of St. Petersburg; City of Dunedin; City of Jacksonville Beach; City of Jacksonville; City of Palm Bay; City of Alachua; City of Parkland; City of Sunrise; City of Coral Springs; City of Sarasota; City of Panama City; City of Panama City Beach; City of Destin; City of Fort Walton Beach; City of Pensacola; Charlotte County; Hardee County; DeSoto County; Collier County; Highlands County; Sarasota County; Monroe County; Palm Beach County; Miami-Dade County; Pinellas County; Marion County; Manatee County; Martin County; Seminole County; Sumter County; Orange County; Brevard County; Flagler County; Lake County; Alachua County; Hernando County; Osceola County; Citrus County; Bay County; Jackson County; Franklin County; Santa Rosa County; Gadsden County; Gulf County; Miami Shores Village; Village of North Palm Beach; Village of Pinecrest; Village of Islamorada; Town of Lake Park; Town of Jupiter; Town of Cutler Bay; Town of Davie; Town of Longboat Key; Town of Lady Lake; Town of Orange Park, FL; Town of Palm Beach; and many others. Information regarding the services provided to some of these local governments can be found in **Section 3** of our proposal.

Evergreen Solutions is able to fully comprehend the challenges and goals of the City of Cooper City because of our vast understanding of local government human resources, and the fact that we possess the necessary experience and qualifications. Our team has significant expertise in conducting classification and compensation studies for local governments and other public sector organizations, as evidenced in **Section 4** of our proposal. Detailed resumes are available upon request.

Some of the human resource services Evergreen Solutions has focused on include: classification and compensation studies; salary and benefits surveys; performance management studies; recruitment, hiring, and retention studies; workload analyses; HR department reviews; organizational assessments; strategic and workforce planning; and staffing studies.

Through our experiences in conducting this wide range of projects, we have gained the knowledge of every aspect of the management and operations involved in local government human resources management. As a result, our team understands how critical a classification and compensation system is to the overall operation of a proficient and progressive municipality. We have developed helpful methods and tools that assist clients in implementing and maintaining our study recommendations.

Evergreen Solution's approach to conducting a classification and compensation study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach identified in **Section 2** of our proposal include:

- Major emphasis is placed on communication as the key to a successful study as well as its implementation. Our Team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, administrators, department heads, and employees need to be involved in the process. Our communication plan is a critical component of any study and to ensure our clients are informed of statuses or potential challenges, we provide continuous communication through the use of regular meetings and written progress reports.
- Our methodology utilizes the latest technology in order to reduce the cost to our client partners and enhance wider participation by offering of our tools in an electronic format. In essence, every step of the process can be completed on the Web. Further, our web-based *JobForce Manager* tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client. We take great pride in providing a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. We have read your terms and conditions and believe we can work successfully within your requirements.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please contact me at (850) 383-0111 or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,



Dr. Jeff Ling, President  
Evergreen Solutions, LLC



---

*Section 2.0*  
*Approach to Project*



---

## 2.0 *Approach to Project*

In this section we provide our overall approach and methodology for conducting the Classification and Compensation Study for the City of Cooper City; a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables required in the scope of work of the Request for Proposal; and a proposed timeline.

### 2.1 Methodology and Approach

Evergreen Solutions is uniquely qualified to conduct Classification and Compensation Study for the City of Cooper City as our team includes recognized experts in local government human resources management and understands that there is not a “one size fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization’s compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization’s ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the City’s designated Project Manager and the Human Resources Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance your need to meet your performance goals while carefully managing the organization’s resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires



---

---

strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

### **Kick Off Meeting**

Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification, compensation, and benefits data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

### **Communication Plan**

Communication is a critical component of any Classification and Compensation Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

### **Employee Orientation and Focus Groups**

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take





---

---

place at the outset of the project, they are a critical introduction to the project and the question and answer formats allow employees to become engaged in the process. During these sessions, Evergreen consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

**Department Head Interviews**

Evergreen staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

**Job Assessment Tool and Management Issue Tool**

Another important activity undertaken at this time is the distribution of Evergreen' Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

**Exhibit 2-1** below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.



## Exhibit 2-1 Supervisor's JAT Home Screen



Source: Evergreen Solutions, 2021

**Exhibit 2-2** illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.





## Exhibit 2-2 Job Description and Responsibilities

The screenshot shows a web form titled "Basic Job-Related Information". At the top right, there is a "Logout" link and a logo consisting of stylized trees. The form is divided into several sections:

- Job Introduction:** A text area for providing an overview of the job.
- Description:** A large text area for describing the job.
- Type of Work:** A section with a dropdown menu and a list of radio button options:
  - Clerical/Admin - Performs a variety of office and administrative support duties OR unskilled labor-related tasks
  - Labor/Trade-Skill Occupations - Performs work necessitating repetitive functions with their hands, arms, or one energy
  - Technical/Paraprofessional - Performs tasks requiring a solid understanding of basic concepts and statistics OR use of basic equipment
  - Managerial - Performs tasks directly related to the management of general business operations. Exercises discretion and judgment with matters of significance
  - Managerial/Professional - Performs tasks requiring advanced knowledge which is predominantly intellectual in nature OR tasks related to the control or administration of part of the organization
  - Executive/Advanced Professionals - Performs tasks related to managing the organization or managing a department OR to perform work requiring high advanced knowledge
- Education and Experience:** A section with two dropdown menus labeled "Education" and "Experience".
- Licenses and Certifications:** A section with a text area for listing licenses, certifications, or professional designations.

At the bottom of the form, there is a "Save" button.

Source: Evergreen Solutions, 2021

**Exhibit 2-3** shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



**Exhibit 2-3  
Job Functions**

[Logout](#)

### Essential Job Functions

On the lines provided, please include all essential job functions you perform. For every function you list, estimate the total percent of your time spent on each function on an annual basis and check off which tasks are a priority. A priority task is one that is core to your position.

Task 1	Percent	Priority	<input type="checkbox"/>
	100		
Task 2	Percent	Priority	<input type="checkbox"/>
	500		
Task 3	Percent	Priority	<input type="checkbox"/>
	100		
Task 4	Percent	Priority	<input type="checkbox"/>
	500		
Task 5	Percent	Priority	<input type="checkbox"/>
	100		
Task 6	Percent	Priority	<input type="checkbox"/>
	100		
Task 7	Priority	Percent	<input type="checkbox"/>
	100		
Task 8	Percent	Priority	<input type="checkbox"/>
	500		
Task 9	Percent	Priority	<input type="checkbox"/>
	100		
Task 10	Percent	Priority	<input type="checkbox"/>
	100		

Source: Evergreen Solutions, 2021

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen staff during the analysis portion of the project.

**Job Evaluation**

The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen’s consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen’s consultants will work directly with the Client Project Manager to resolve any issues.



---

---

**Compensation**

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

**Market and Benefits Survey**

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.

In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.

**Benchmarks**

One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

**Targets**

To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and



---

class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

### **Unifying the Solution**

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.



---

---

## Compensation Administration Guidelines

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

## System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

**Exhibit 2-4** displays the interface from **JobForce Manager** for determining a position pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be provided to key decision makers.



**Exhibit 2-4  
JobForce Manager Tool**

Pay Plans	Scoring/Slotting	Compensation	Market		
Download Data Grid Edit					
CURRENT TITLE ▲	PAY PLAN	JAT SCORE	REGRESSION MIDPOINT	MARKET MIDPOINT	POSITION MIDPOINT (SELECT)
Accounting Specialist II	ESP	212.5	\$30,100.27	\$31,220.80	\$31,508.69
Accounting Specialist III	ESP	281.3	\$39,058.27	\$34,379.43	\$40,213.96
Accounting Specialist IV	ESP	306.3	\$42,315.73	\$40,166.80	\$44,335.90
Accounting Supervisor	ESP	500.0	\$67,561.02	\$69,350.91	\$68,779.53
Acquisition Specialist	ESP	306.3	\$42,315.73	\$41,595.60	\$44,335.90
Administrative Aide	ESP	312.5	\$43,130.09	\$36,624.74	\$44,335.90
Administrative Recording Secretary	Professional	381.3	\$52,088.10	\$40,994.30	\$58,245.16
Administrative School Secretary I	ESP	206.3	\$29,285.91	\$31,619.17	\$33,084.13
Administrative School Secretary II	ESP	231.3	\$32,543.36	\$35,996.59	\$34,738.33
Administrative School Secretary III	ESP	256.3	\$35,800.82	\$37,701.90	\$38,299.01
Administrative Secretary I	ESP	231.3	\$32,543.36	\$32,190.02	\$33,084.13
Administrative Secretary I	ESP	206.3	\$29,285.91	\$32,190.02	\$33,084.13
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.33
Administrative Secretary II	ESP	231.3	\$32,543.36	\$33,919.04	\$34,738.33
Administrative Secretary III	ESP	256.3	\$35,800.82	\$35,971.01	\$38,299.01
Administrative Specialist	Professional	231.3	\$32,543.36	\$43,762.63	\$39,422.62
Administrative Specialist-School Food Services	Professional	275.0	\$38,243.91	\$42,861.08	\$45,636.61

Source: Evergreen Solutions, 2021



---

## 2.2 Detailed Work Plan

The detailed work plan that Evergreen proposes to use to conduct the Classification and Compensation Study for the City of Cooper City is provided in this section. Evergreen understands that City has approximately 110 full- and 30 part-time employees in 82 classifications that will be included in the study.

Our work plan consists of the following 11 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Revised Class Descriptions and FLSA Determinations

### Task 1.0 Project Initiation

#### TASK GOALS

- Finalize the project plan with the City of Cooper City (City).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

#### TASK ACTIVITIES

- 1.1 Discuss with the City's Project Manager (CPM) and any other key personnel the following objectives:
- the classification and pay plan study process;
  - understand mission and current compensation philosophy (if any);
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
  - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
  - establish an agreeable communication schedule.



**Task 2.0  
Evaluate the  
Current System**

- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the City, including:
  - any previous projects, research, evaluations, or other studies that may be relevant to this project;
  - organizational charts for the departments and divisions, along with related responsibility descriptions;
  - current position and classification descriptions, salary schedule(s); benefits information; and classification system;
  - strategic business plans and budgets; and
  - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.
- 1.5 Provide frequent project updates to the CPM.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Comprehensive database of City staff

**TASK GOAL**

- Conduct a comprehensive preliminary evaluation of the existing compensation plan for the City.

**TASK ACTIVITIES**

- 2.1 Obtain the existing pay structure and compensation philosophy. Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s) for the City.
- 2.3 Discuss any pay compression issues that may exist and possible solutions.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system for the City as well as highlights areas for potential improvement in the final adopted solution.





**Task 3.0  
Collect and Review  
Current  
Environment Data**

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Assessment of current conditions

**TASK GOALS**

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

**TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation sessions.
- 3.2 Interview department heads to obtain relevant information and statistical/anecdotal data on specific compensation and classification issues and policies. Obtain insight into perceived current compensation and classification system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees from the City to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM and Human Resources staff to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the City that may provide additional relevant insight.

**KEY PROJECT MILESTONES**

- Employee focus groups and orientation sessions
- Department head interviews
- JAT and MIT distribution

**Task 4.0  
Evaluate and Build  
Projected  
Classification Plan**

**TASK GOALS**

- Identify the classification of existing positions utilizing Evergreen's job evaluation system.
- Review JAT responses.



- Characterize internal equity relationships within the City.

#### TASK ACTIVITIES

- 4.1 Review all draft class specifications with the CPM.
- 4.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Review recommendations with the CPM.

#### KEY PROJECT MILESTONES

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

### Task 5.0 Identify List of Market Survey Benchmarks and Approved List of Survey Targets

#### TASK GOALS

- Identify the proper benchmark positions for the external labor market salary and benefits assessment.
- Identify list of targets for conducting a successful external labor market salary and benefits assessment.

#### TASK ACTIVITIES

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Evergreen will work with the CPM to select up to 70 classifications to use as benchmarks for the salary and benefits survey.
- 5.2 Finalize list of benchmarks positions for the salary and benefits survey.
- 5.3 For each employee group review with the CPM peer organizations to use as targets for the salary and benefits survey. **Note:** Evergreen will work with the CPM to select up to 20 targets for the salary and benefits survey.



**Task 6.0  
Conduct Market  
Salary and  
Benefits Survey  
and Provide  
External  
Assessment  
Summary**

- 5.4 Develop a preliminary list of public and private organizations for the external labor market survey of salary and benefits, placing a comparative emphasis on characteristics such as:
  - size of the organization;
  - geographic proximity to the Cooper City area;
  - economic and budget characteristics; and
  - other demographic data.
- 5.5 Finalize list of survey targets for the salary survey.
- 5.6 Review survey methodology with the CPM and refine survey methodology prior to distribution of survey.
- 5.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

**KEY PROJECT MILESTONES**

- Final list of benchmark positions for the external labor market assessment
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

**TASK GOALS**

- Conduct the external labor market salary survey.
- Conduct a benefits survey.
- Provide a summary of the salary and benefits survey results to the CPM.

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey.
- 6.2 Develop a listing of the current benefits provided by the City for comparisons with peer organizations.
- 6.3 Using the list of City provided benefits (i.e., health, pension, vacation, etc.) and major benefits offerings not provided by the City develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare benefits survey to be included with salary survey developed in **Task 6.1.**



- 
- 
- 6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
  - 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
  - 6.7 Collect and enter survey results into Evergreen's electronic data analysis tools.
  - 6.8 Validate all data submitted.
  - 6.9 Develop summary report of external labor market salary and benefits assessment results.
  - 6.10 Submit summary report of external labor market salary and benefits assessment results to the CPM.

#### **KEY PROJECT MILESTONES**

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

#### **Task 7.0 Develop Strategic Positioning Recommendations**

#### **TASK GOALS**

- Assess the appropriateness of the current compensation philosophy for the City.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

#### **TASK ACTIVITIES**

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary and benefits data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, determine the proper pay plans for the City.
- 7.3 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 7.4 Recommend pay administration practices concerning increase and reductions in pay for personnel actions such as promotions, demotions, reclassifications, and transfers.
- 7.5 Develop organizational charts, job families, and career ladders



**Task 8.0  
Conduct Solution  
Analysis**

- 7.6 Provide recommendations of future longevity, COLA and/or merit adjustments and how it will affect salary ranges.
- 7.7 Produce a pay plan(s) for the City that best meets its needs from an internal equity and external equity standpoint.

**KEY PROJECT MILESTONES**

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

**TASK GOALS**

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

**TASK ACTIVITIES**

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Meet with the CPM to discuss the potential solutions.
- 8.5 Determine the best solution to meet the needs of the City in the short-term and long-term.
- 8.6 Document the accepted solution.

**KEY PROJECT MILESTONES**

- Initial regression analysis
- Potential solutions
- Documented final solution



---

---

**Task 9.0  
Develop and  
Submit Draft and  
Final Reports**

**TASK GOALS**

- Develop and submit a draft and final report of the Classification and Compensation to the City of Cooper City.
- Present the Final Report.

**TASK ACTIVITIES**

- 9.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the draft report to the CPM for review and approval. The draft report will include the detailed costs associated with all recommendations as well as 1 year and 2 year implementation strategies.
- 9.2 Make edits and submit necessary copies of the Final Report to the CPM.
- 9.3 Present the Final Report to the CPM, City Manager, and the City Commission.
- 9.4 Develop a communication plan for sharing study results with employees of the City.
- 9.5 Develop a plan for maintaining recommendations over time.

**KEY PROJECT MILESTONES**

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

**Task 10.0  
Develop  
Recommendations  
for Compensation  
Administration**

**TASK GOALS**

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.
- Provide training and instructional materials.

**TASK ACTIVITIES**

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;



**Task 11.0  
Provide Revised  
Class  
Descriptions and  
FLSA  
Determinations**

- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Recommend recruitment/retention strategies, where appropriate.

10.3 Present recommendations to the CPM for review.

10.4 Finalize recommendations.

10.5 Provide instructional information/training to Human Resources staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

**KEY PROJECT MILESTONES**

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

**TASK GOALS**

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring ADA, FLSA, EEO, etc. requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

**TASK ACTIVITIES**

11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.

11.2 Discuss any necessary changes to the class description format with the CPM.



- 
- 11.3 Update classification descriptions based on data gathered from the JAT process and discussion with the CPM.
  - 11.4 Create any new class descriptions based on the proposed classification structure by leveraging data from the JAT process, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
  - 11.5 Recommend a systematic, regular process for reviewing and updating job descriptions.

**KEY PROJECT MILESTONES**

- Updated class descriptions
- New class descriptions, as needed
- FLSA Determinations

**2.3  
Proposed  
Timeline**

Evergreen possesses the ability, staff, skills, and tools to conduct the Classification and Compensation Study for the City of Cooper City in four months of the project start date and following the signing of the contract. This is based on a tentative start date of June 15, 2022, and a completion date of October 15, 2022.

This proposed timeline, as identified in **Exhibit 2-5**, can be modified in any way to best meet the needs of the City.





**Exhibit 2-5  
Proposed Timeline**

PROJECT TASKS	2022				
	JUN	JUL	AUG	SEPT	OCT
1.0: Project Initiation	█				
2.0: Evaluate the Current System and Develop Compensation Strategy		█			
3.0: Collect and Review Current Environment Data		█			
4.0: Evaluate and Build Projected Classification Plan		█	█		
5.0: Identify List of Market Survey Benchmarks and Approved List of Targets			█		
6.0: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary			█	█	
7.0: Develop Strategic Positioning Recommendations				█	
8.0: Conduct Solution Analysis				█	
9.0: Develop and Submit Draft and Final Reports					█
10.0: Develop Recommendations for Compensation Administration					█
11.0: Provide Revised Class Descriptions and FLSA Determinations				█	█



---

*Section 3.0*  
*Firm's Qualifications and Experience*



---

## 3.0 Firm's Qualifications and Experience

Evergreen Solutions, LLC is well qualified to conduct a Classification and Compensation Study for the City of Cooper City as we have conducted more than 800 similar studies for public sector organizations throughout the country, including many within the State of Florida. In this section we provide the history and background of our firm, a list of similar studies we have conducted or are currently on contract to conduct, references, and the firm's financial stability.

### 3.1 Firm's Background And History

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" method, by partnering with our clients to find innovative, real world solutions to public management.

Evergreen was formed in 2004 in the State of Florida to provide a modern, practical alternative to the typical consulting options. Evergreen is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: salary surveys; classification and compensation studies; benefits surveys; performance appraisal reviews; workload analyses; staffing studies; disparity studies; training assessments; and strategic planning.

We invite you to browse our Web site at [www.ConsultEvergreen.com](http://www.ConsultEvergreen.com) or visit us on Facebook at [www.facebook.com](http://www.facebook.com) or LinkedIn at [www.linkedin.com](http://www.linkedin.com) for more information about our services, staff, and past experience.



Evergreen Solutions was founded with the intent of offering public sector leaders an alternative to the "business as usual" consulting approach. We assist public sector professionals in exercising control over the inter-related elements that determine success or failure.



---

We accomplish this by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with local government staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting classification and compensation studies for local governments and other public sector organizations throughout the country, including many in the State of Florida;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant Florida statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to this engagement.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 46 states throughout the country, the majority of which have been located in the State of Florida.

**Exhibit 3-1** includes a list of some of the local governments and other public sector organizations in the State of Florida that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested. **Note:** Evergreen has also worked with many school districts and institutions of higher education in Florida that are not listed in the exhibit.



### Exhibit 3-1: Florida Public Sector Clients

City of Alachua	City of Tallahassee	Clay County Sheriff's Office
City of Bartow	City of Tamarac	Collier County Sheriff's Office
City of Bunnell	City of Temple Terrace	Flagler County Sheriff's Office
City of Bushnell	City of Titusville	Lake County Sheriff's Office
City of Cape Coral	City of Venice	Leon County Sheriff's Office
City of Clermont	City of West Melbourne	Manatee County Sheriff's Office
City of Cocoa	City of Winter Park	Monroe County Sheriff's Office
City of Coral Gables	City of Sunrise	Nassau County Sheriff's Office
City of Coral Springs	City of Zephyrhills	Okaloosa County Sheriff's Office
City of Dania Beach	Alachua County	Pasco County Sheriff's Office
City of Daytona Beach	Bay County	Volusia County Sheriff's Office
City of Daytona Beach Shores	Brevard County	Walton County Sheriff's Office
City of Delray Beach	Charlotte County	Florida Sheriff's Association
City of Deltona	Citrus County	Florida Association of Counties
City of Destin	DeSoto County	Florida League of Cities
City of Doral	Escambia County	FL Association of Court Clerks/Comptrollers
City of Dunedin	Flagler County	FL Public Human Resource Association
City of Fort Myers	Gulf County	Board of Bar Examiners
City of Fort Walton Beach	Hardee County	The Florida Bar
City of Green Cove Springs	Hernando County	Hillsborough County Clerk of Court/Comptrollers
City of Groveland	Highlands County	Ft. Pierce Utilities Authority
City of High Springs	Lake County	Keys Energy Services
City of Holly Hill	Leon County	Kissimmee Utility Authority
City of Hollywood	Manatee County	Utilities Commission of New Smyrna Beach
City of Holmes Beach	Martin County	Florida Keys Aqueduct Authority
City of Key West	Miami-Dade County	Sarasota Bay Estuary Program
City of Jacksonville	Miami Shores Village	Toho Water Authority
City of Jacksonville Beach	Monroe County	Tampa Bay Water
City of Kissimmee	Osceola County	Peace River Manasota Reg. Water Supply Auth.
City of Lake City	Palm Beach County	St. Johns River Water Management District
City of Largo	Pinellas County	Southwest Florida Water Management District
City of Maitland	Santa Rosa County	South Florida Water Management District
City of Marathon	Sarasota County	Loxahatchee River District
City of Melbourne	Seminole County	Okaloosa Gas District
City of Miramar	Sumter County	Lake Apopka Gas District
City of New Smyrna Beach	Wakulla County	Solid Waste Authority of Palm Beach County
City of North Miami Beach	Town of Belleair	CareerSource Pinellas
City of North Port	Town of Cutler Bay	CareerSource Northeast Florida
City of Ocala	Town of Davie	Worknet Pinellas
City of Orange City	Town of Juno Beach	Association for Institutional Research
City of Orlando	Town of Jupiter	Florida Telecommunications Relay, Inc.
City of Palm Bay	Town of Lade Lake	Orange County Library System
City of Palm Beach Gardens	Town of Lake Park	Pinellas Housing Authority
City of Panama City	Town of Longboat Key	Manatee County Clerk's Office
City of Panama City Beach	Town of Medley	Gadsden County Property Appraiser's Office
City of Parkland	Town of Palm Beach	Brevard County Property Appraiser's Office
City of Pensacola	Town of Ponce Inlet	Monroe County Property Appraiser's Office
City of Plant City	Town of Orange Park	Brevard County Tax Collector
City of Plantation	Town of Surfside	Health Care District of Palm Beach County
City of Punta Gorda	Village of Islamorada	Glades General Hospital
City of Sarasota	Village of North Palm Beach	Hillsborough Area Transit Authority
City of Sebring	Village of Pinecrest	Orlando-Orange County Expressway Authority
City of St. Cloud	Alachua County Sheriff's Office	Sarasota-Manatee County Airport
City of St. Petersburg	Bay County Sheriff's Office	Northwest Florida Beaches International Airport
City of Sunny Isles Beach		



---

## 3.2 Select Relevant Experience

Because Evergreen has conducted more than 800 classification and/or compensation studies throughout the country, we include in this section only a sample of some of our similar local government work in the State of Florida.

### **Classification and Compensation Study City of Winter Park**

Evergreen Solutions assisted the City of Winter Park's Human Resources Department with conducting a comprehensive classification and compensation study for all full-time employees. The project centered on providing the City with a revised system that was characterized by internal and external equity. To ensure internal equity, Evergreen utilized its Job Assessment Tool (JAT) and Management Issues Tool (MIT) to properly classify work performed and highlight issues to be addressed by management. Employees at all levels were also provided a forum to voice concerns with the current system through focus groups. Evergreen also selected benchmarks and peer organizations to survey for wages in comparison to the market. This information was combined with the job analysis to provide a comprehensive solution. The recommended solutions were costed out and presented to the City for review.



### **Human Resource Consulting Services (Compensation Study) City of Orlando**

Evergreen was retained by the City of Orlando to provide human resources consulting services by conducting a compensation study. Evergreen reviewed the City's compensation system, selected targets and benchmarks for market comparison, conducted a market survey, and developed strategic positioning recommendations to keep the City's compensation plan competitive.



### **Compensation Consulting Services City of Orlando**

Evergreen was again retained by the City of Orlando to provide compensation consulting services. Evergreen analyzed the current labor market trends in the Orlando metro area, including the pay increases being offered by Disney between now and 2020; collected information from public entities in the Orlando metro area regarding how they were responding to turnover and talent shortages; examined best practices on implementing wage floors to address local market changes; proposed several alternatives to the City to address local market changes, especially those related to the increase in the minimum wage to \$15 per hour by some private organizations; worked with the City HR staff to model and cost different implementation scenarios; and provided a short summary of the analysis and recommendations.



---

**Salary and Benefits Survey  
City of St. Cloud**

Evergreen Solutions was retained in 2014 by the City of St. Cloud to conduct a Salary and Benefits Survey. Evergreen's consultants reviewed the effectiveness of the City's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.

**Note:** Evergreen was previously hired to conduct a Compensation and Classification Study for the City.



**Salary Survey and Job Analysis on Selected Positions  
City of Kissimmee**

Evergreen Solutions was hired last year by the City of Kissimmee to conduct a Salary Survey as well as a Job Analysis on selected positions (i.e., Police and Fire). The intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers so that a determination could be made regarding the City's competitive position within the marketplace. **Note:** Evergreen previously conducted a Salary, Benefits, and Classification Study for the City.



**Classification, Compensation and Other Related Services Study  
City of Maitland**

Evergreen Solutions was retained by the City of Maitland to conduct a comprehensive evaluation of their compensation and classification plans and practices. Employees participated in the project by attending focus groups, participating in interviews, and completing Job Assessment Tool surveys to determine the accuracy and equity of the classification plan. In addition, pay ranges were analyzed in the public and private sector to determine the competitiveness of the City's pay plan for all included jobs. Recommendations were provided to improve the accuracy, fairness and equity of the overall plan.





---

---

**Compensation and Classification Study  
City of Deltona**

Evergreen Solutions was hired by the City of Deltona to conduct a Compensation and Classification Study including all non-sworn positions and provide recommendations for implementation of a revised pay plan. The study included all non-sworn employees and classifications in the City. As part of the study, the Evergreen Solutions Team conducted orientations, focus groups, and interviews with employees and collected Job Assessment Tools (JATs) from employees. Evergreen Solutions consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. A detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan. Finally, revised class descriptions were developed using information obtained during the JAT process, and training was provided to City staff to maintain the recommended compensation and classification system.



**Compensation Study  
City of Bushnell**

Evergreen Solutions was hired by the City of Bushnell, Florida to assist with a city-wide Compensation Study and to make recommendations for the implementation of a revised pay plan. The study included all employees and classifications in the City. As part of the study, the Evergreen Team conducted focus groups and interviews with all employees, and all employees completed Job Assessment Tools (JATs). Evergreen Solutions consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. Finally, a detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan.



**Compensation, Classification, and Benefits Study  
City of Palm Beach Gardens**

The City of Palm Beach Gardens entered into a contract with Evergreen to conduct a comprehensive Compensation and Classification Study to assess the city's internal and external equity. The City had established track record of regular studies of this nature and seeks up-to-date competitive salary and benefits information from both the private and public sector. A salary survey of peer organizations in the local and regional market, to include benefits and total compensation, was conducted to ascertain the City's relative market position. The City maintained the objective of being among the compensation leaders in Palm Beach County, and regular evaluation of this kind was essential in achieving this progressive goal.





---

The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report that was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure. The City had gone through a considerable reduction in force, which had caused many responsibilities to be shuffled.



### **Benchmark Compensation Study City of Plantation**

Evergreen Solutions was retained by the City of Plantation to conduct a Benchmark Compensation Study and develop a city-wide compensation plan for the City, taking into account internal and external equity. Evergreen developed recommendations and guidelines for the continued administration and maintenance of the compensation structure, including recommendations and guidelines related to how employees will move through the pay structure/system as a result of transfers, promotions, demotions and employees whose base pay is at the maximum of their pay range in their positions; including proposal for the proper mix of pay, how often to adjust pay scales and survey the market, and how to keep the system fair and competitive over time. **Note:** Evergreen was again hired in 2021 to conduct a Job Classification and Compensation Study.



### **Job Classification and Compensation Study City of Sunrise**

Evergreen Solutions was engaged with the City of Sunrise to conduct a Job Classification and Compensation Study of its 1,200 employees. The City is at the geographic center of the tri-county metropolitan area comprised of Miami-Dade, Broward and Palm Beach Counties and has a reputation for strong financial management, aggressive economic development, outstanding police and fire rescue services, leadership on regional issues, and support for its public schools.

Evergreen conducted a comprehensive evaluation of the City's current classification structure and related policies and practices as well as a comparative analysis of position classifications to determine relative work within the organization and for the establishment of appropriate pay grades. Evergreen worked with the City to identify the proposed labor market and benchmark classes and public and private agencies/markets that were similarly situated to the City to include in the salary survey. A comprehensive total compensation and benefits survey was distributed to comparable peers that not only assessed job titles but also accounted for actual corresponding job duties and responsibilities.



---

Evergreen further conducted interviews with employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel in order to validate the information pertaining to job duties. Information was obtained from employees through the distribution of a job assessment tool Evergreen used the information obtained from the JAT to perform a job analysis to verify and validate information with existing job descriptions to determine if classifications were correctly allocated in an organizational hierarchy.

In the end, Evergreen summarized the methodology, techniques, and data used to develop the proposed compensation and classification plan and provided recommendations for a classification and compensation structure that reflected the City's overall classification and compensation strategies. Evergreen further recommended pay grades, grade pricing and salary ranges for all existing and proposed classifications.



### **Compensation Study City of Hollywood**

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees and then again for AFSCME employees (i.e., approximately 66 Professional and Supervisory employees in 38 different job classifications). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/ retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan.



---

---

**Pay and Classification Study  
City of Doral**

Evergreen Solutions was engaged with the City of Doral to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, salaries were analyzed in the public and private sector to determine the appropriate salary for all included jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen was previously hired to conduct a Compensation, Classification, and Value Engineering Study.



**Compensation Study  
City of North Miami Beach**

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology—and how to implement, administer, and maintain the recommended compensation system—was accomplished. **Note:** Evergreen was again hired in 2021 to conduct a Compensation and Classification Study.



**Classification and Compensation Study  
City of Sunny Isles Beach**

Evergreen Solutions was retained by the City of Sunny Isles Beach to conduct a classification and compensation study for all its employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.



---

**Salary Survey  
City of Dania Beach**

Evergreen Solutions was retained by the City of Dania Beach to conduct a salary survey to compare 40 benchmark positions against municipalities of comparable size within the tri-county area, and to make recommendations to improve the competitiveness of the City in recruiting and retaining qualified staff.



**Job Classification and Compensation Study  
City of Melbourne**

Evergreen Solutions was retained by the City of Melbourne to conduct a Job Classification and Compensation Study. Evergreen reviewed the City's salary and benefit structure and assist in updating information on essential job functions, responsibilities, required knowledge, skills and abilities, and physical demands of each position. Evergreen examined all job descriptions to include a review of position FLSA designations; essential functions; minimum qualifications, license requirements, working conditions, etc., provided recommended updates and/or changes, established criterion for the selection of survey participants with City staff members, prepared a survey to send to the participants, and prepared recommendations based on the results.

Evergreen addressed compression/equity issues between pay grades and classifications and established an equitable classification methodology and salary ranges to provide for the recruitment and retention of qualified staff as well as the equitable relationships of one job to another within the organization. Recommendations were provided to classify/reclassify positions as appropriate. In addition, a recommendation was made for a new compensation plan that is fair and equitable in order to attract, motivate, and retain a quality workforce. Evergreen provided three (3) separate proposed pay plan structures based on salary scales that are 90%, 100% and 110% of the surveyed labor market.



**Classification and Compensation Job Classification Analysis  
City of St. Petersburg**

Evergreen Solutions was retained by the City of St. Petersburg to conduct a Job Classification Analysis in order to update and produce approximately 648 legally-compliant job descriptions that would include 6 – 8 core competencies each. Evergreen's consultants: analyzed all city job descriptions, both full-time and part-time positions, and determined the core competencies for each classification; and revised classifications and competencies that formed the foundation of the City's recruitment, learning management, performance management, and succession planning programs.



---

Evergreen met with HR staff and department heads to discuss roles, competency model options, and project processes and adjusted the competency survey that was used in conjunction with the Job Assessment Tool (JAT) that was administered to a representative sample of the City's 3,150 full- and part-time staff. Evergreen reviewed the work performed by each classification and scored and reviewed supervisory comments for any anomalies or discrepancies discovered. Evergreen created task inventory and job families based on JAT responses and organizational charts and identified the degree of overlap in tasks between jobs in similar job families. From this, Evergreen identified root factors in each task grouping and linked to any underlying behavioral factors.



### **Comprehensive Classification and Compensation Study City of Panama City Beach**

Evergreen Solutions was hired by the City of Panama City Beach to conduct a Comprehensive Classification and Compensation Study by reviewing job descriptions, position classification schedules, pay plans, and compensation programs for approximately 255 non-union City employees. Evergreen presented a methodology that accurately and fairly measured compensable factors, allowed proper and equitable cross comparisons of compensable factors for classes, and minimized the appearance of possible prejudices on the part of the City administration.

In the end, Evergreen provided written procedures for maintaining pay plans, reviewed general practices, and made recommendations for improvements to the current classification and compensation structure based upon the results of the market and benefit survey and the classification analysis. Further, Evergreen designed and recommended an implementation plan for the updated compensation strategy with the lowest impact to both the minimum and maximum points of the updated pay plan and the greatest gain to positions that fell outside of the updated and designated range. Evergreen also recommended administrative procedures to maintain fairness and competitiveness of the position classification and compensation plan after implementation and recommended final pay schedules with projected costs based on a range of alternative implementation plans.



### **Compensation Study City of Panama City Beach**

Evergreen Solutions was again hired by the City of Panama City Beach to conduct a Compensation Study. Evergreen collected relevant data; identified up to 15 targets and 30 classifications for a market salary survey; developed and conducted a salary survey and analyzed results; reviewed up to 10 job descriptions for possible reclassification; provided recommendations for updates/changes to the pay plan, including implementation options, based on market survey results; and prepared and deliver a draft and final report. **Note:** Evergreen previously worked with the City of Panama City Beach.



---

---

**Comprehensive Classification and Compensation Study  
City of Panama City**

Evergreen was retained by the City of Panama City to conduct a Comprehensive Classification and Compensation Study for 545 non-union positions/employees, including approximately 79 firefighters, 92 police officers, and 5 elected officials in 190 job classifications. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen reviewed the City's current performance evaluation system, tools and procedures, and made recommendations for necessary changes to the system. Recommendations were also provided to improve fairness and equity of all jobs within the City. Select City staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system were accomplished. Evergreen made recommendations regarding enhancements to the City's current performance evaluation system and provided the City with a performance evaluation tool.



**Salary Survey  
City of Panama City**

Evergreen was again hired by the City of Panama City to conduct a salary survey update. Evergreen collected relevant data; identified classifications for the market salary survey; developed and conducted a salary survey and analyzed results; reviewed select job descriptions for possible reclassification; and provided recommendations for updates/changes to the pay plan, including implementation options, based on market survey results.



**Pay and Classification Study  
City of Fort Walton Beach**

Evergreen Solutions was hired by the City of Fort Walton Beach to conduct a Pay and Classification Study for its 320 employees. Evergreen conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conducted personal interviews with employees, supervisors, and directors to determine whether classifications were correctly placed in organizational hierarchy and if individual positions were classified correctly.

Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, actual salaries, and benefits information to ensure the City of Fort Walton Beach's compensation was equitable and competitive in its total compensation



---

package relative to internal factors and external markets. Evergreen conducted a comparison of existing benefits with market data and comment.

Evergreen recommended and implemented a classification system that could be utilized by City staff at the conclusion of the project. To accomplish this Evergreen's consultants:

- grouped positions based upon duties performed, knowledge, skills and abilities for the position;
- conducted an analysis that addressed the issue of internal equity;
- recommended the assignment of each classification to a pay grade;
- reviewed current job descriptions and revised/updated as necessary;
- reviewed the City's current assignment of exempt versus non-exempt status as it related to the FLSA and made appropriate recommendations with justification; and
- provided appropriate adjustments to account for regional cost of living variations.



#### **Pay and Classification Study City of Jacksonville Beach**

Evergreen was retained by the City of Jacksonville to conduct a Pay and Classification Study. Evergreen evaluated the current system, collected and reviewed current environment data, and evaluated and built the projected classification plan. Evergreen identified a list of market survey benchmarks and conducted a market survey. Evergreen provided the City with the external assessment summary, developed strategic positioning recommendations, and developed and submitted draft and final reports and recommendations for compensation administration.



#### **Compensation Study City of Jacksonville**

Evergreen Solutions was retained by the City of Jacksonville to conduct a Compensation Study for Forensic Pathologists. Evergreen conducted a market salary and benefits survey with 25 peer organizations in order to produce a pay plan(s) for the positions of District Chief Medical Examiner and Associate Medical Examiner that best met the needs of the City from an external equity standpoint. In conducting the market salary and benefits survey, Evergreen examined the following:



- 
- 
- base salary, bonuses, incentive, etc.;
  - health, dental, vision, and life benefits;
  - accrued time off;
  - holidays;
  - retirement plan options;
  - estimated future adjustments due to cost of living increases, general wage adjustments, or for any other reason;
  - minimum requirements of the positions; and
  - cost of living analysis as compared to Jacksonville.

Evergreen provided a final report for the City of Jacksonville's Leadership that included recommendations for employee salary adjustments.



### **Classification and Compensation Study City of Lake City**

Evergreen Solutions was retained by the City of Lake City to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the City's current classification and compensation plan and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey results from peer organizations. Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan. **Note:** Evergreen also completed a second study in 2019 by updating the City's Compensation Plan.



### **Compensation Analysis City of Orange City**

Evergreen Solutions was engaged with the City of Orange City to conduct a Compensation Analysis. Evergreen's consultants estimated the City's market position, refined pay plan, and slotted incumbents based on data that was collected from the region.



### **Classification and Compensation Study City of Cocoa**

Evergreen Solutions was hired by the City of Cocoa, located in Brevard County, to conduct a Classification and Compensation Study for its 444 employees. Evergreen's consultants performed a comprehensive survey of the City's job classifications, pay structures and benefits and provided recommendations to the City for implementation of the proposed changes in order for the City to maintain internal and external equity.





---

The City's objectives for the study were: to attract and retain qualified workers who will be paid an equitable salary and benefit package; provide fair salaries for all workers of the City; and provide a salary structure that enables the City to maintain a competitive position with other cities and companies within the same geographic area.

The City's current Pay and Classification Plan consisted of four different classifications:

- General Employees: The current pay structure is set up in pay grades with steps (varying in numbers, up to 16 steps).
- Laborers' International Union of North America (LIUNA): These positions consist of 16 different pay grades with established minimum and maximum pay ranges.
- Coastal Florida Police Benevolent Association (PBA): These positions consist of three (3) different pay grades with established minimum and maximum pay ranges.
- International Association of Firefighters (IAFF): These positions consist of two different pay grades with established minimum and maximum pay ranges.



#### **Classification and Compensation Services City of Dunedin**

Evergreen Solutions was engaged with the City of Dunedin to provide and Classification and Compensation Services. Evergreen analyzed each position within the City by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; assessing classifications within positions; and making FLSA determinations. Evergreen presented a proposed classification structure to City management, including a cost analysis for positions that would require adjustments. Evergreen also conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, and actual salaries to ensure that the City's compensation was equitable and competitive relative to internal factors and external markets.



#### **Salary Survey City of Temple Terrace**

Evergreen Solutions was retained by the City of Temple Terrace to conduct a Salary Survey. Benchmark positions were selected and compared against market peers to determine equitable pay for City employees. Evergreen's recommendations improved the competitiveness of the City and helped prepare it for future recruitment challenges.



---

---

### **Compensation and Classification Study City of North Port**

Evergreen Solutions was retained by the City of North Port to conduct a Compensation and Classification Study by performing a market study to assess the City's existing compensation and classification plan. The goals for the study were to:

- assess the current compensation and classification structure;
- identify and address internal compensation inequities and recommend adjustments to job titles to better fit assigned duties where necessary;
- review job families/hierarchies throughout the organization;
- support a market-driven compensation plan and system that is designed to incentivize, recognize and retain its employees;
- recommend changes to pay plan and classification structure;
- review the total compensation package (salary plus benefits);
- recommend how to implement tools and techniques to support an ongoing reclassification process that will enable the organization to maintain its competitive place in the market; and
- provide findings and recommendations in a comprehensive report.



### **Classification and Compensation Study City of Ft. Myers**

Evergreen Solutions was hired the City of Ft. Myers to conduct a Classification and Compensation Study for all employee groups (i.e., Police Union – Sworn only; Fire Union and General Union and Non-bargaining). The study included comprehensive classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An evaluation of external equity including a salary survey of competing organizations was also conducted. The project concluded with a series of findings and recommendations designed to identify and recommend resolution of any inequities in the system.



---

---

**Classification and Compensation Study  
City of Sarasota**

Evergreen Solutions was retained by the City of Sarasota to conduct a classification and compensation analysis of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



**Employee Compensation Consultant Services  
City of Coral Springs**

Evergreen Solutions was engaged with the City of Coral Springs to provide employee compensation consultant services. The purpose and intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers and to determine the City's competitive position within the marketplace. Evergreen analyzed each position within the City by conducting interviews and evaluating position descriptions and duties. Evergreen also interviewed department heads and assessed classifications within positions to determine whether classifications need to be revised. Based on the review, Evergreen recommended pay and classification strategies for the City in order to attract and retain talented employees.



**Market Salary Survey  
City of Coral Springs**

Evergreen Solutions was again hired by the City of Coral Springs to conduct a market salary survey. The City desired the development of a benchmark survey to evaluate the City's placement within the market, recommendations regarding the City's structure and incumbent pay equity changes where appropriate, and a comprehensive review of all the City's pay related policies and practices and recommendations for management's consideration.



---

---

### **Classification and Compensation Study Charlotte County**

Evergreen Solutions was retained by Charlotte County to conduct a classification and compensation study for approximately 900 full-time and part-time employees in 250 classification specifications. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. A review of all current classification specifications and job descriptions was made to ensure consistency, compliance with current industry best practices as to form, and compliance with applicable provisions of the Fair Labor Standards Act (FLSA), ADA, PERC (Florida Statute 447.203), and other applicable State and federal laws.

A salary survey was conducted within the appropriate public and private job markets to determine current market pay grade assignment and salary structure commensurate with the job assignment. Evergreen offered criteria for a candidate's or an employee's placement within corresponding zones of the pay range. Recommendations were made for resolving pay compression issues that had been created due to 5 – 6 years of wage freezes compounded by ever-increasing market competitiveness. **Note:** Prior to this study, Evergreen was hired by the County to conduct a Market Salary Survey.



### **Compensation Study Sarasota County**

Evergreen Solutions was retained by Sarasota County to conduct a Compensation Study. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



### **Salary Study Highlands County**

Evergreen Solutions was retained by Highlands County to conduct a Salary Study for its workforce. The primary goal of the study was to ensure that the County maintained a sound process that provided a classification and pay structure that was fair, equitable, and systematic with a compensation plan that was comparable with other governmental jurisdictions as well as the private sector. The County desired a pay program that was fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruited, and was supportive of the County's compensation philosophy to be competitive with area markets in order to attract, motivate, and retain quality employees.



---

Evergreen's consultants evaluated current pay grades (i.e., number of pay grades, including additions, deletions, and/or consolidations) and recommended a strategy for improvements. Evergreen further developed a classification system that facilitated ongoing compensation analysis and reporting and was based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family groupings and EEO job categories that comported with EEOC guidelines for government employers. Evergreen reviewed position titles (including supervisory/management) and recommended a titling structure which defined consistent levels of responsibility across the County.



### **Compensation, Classification, and Performance Management Study Manatee County**

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.

**Note:** Evergreen completed a market survey and compensation analysis update in 2012 and also conducted a Compensation and Classification study of the Information Technology Services Department in 2014.



---

### **Classification and Compensation Study Pinellas County**

Evergreen Solutions was retained by Pinellas County to conduct a comprehensive classification and compensation study that included recommendations and suggestions for an implementation and maintenance process that would effectively provide the County with the resources and expertise to further enhance its classification and compensation program. A comprehensive job classification and pay study hadn't been conducted since 2004 so the County believed it was important to invest in a study that would look at both internal and external equity.

The objective of the study was to have a credible classification and compensation plan that: allows positions performing similar work with similar levels of complexity, responsibility, and knowledge, skills and abilities to be classified appropriately; identifies salaries for assigned duties; outlines promotional opportunities and possible compensation growth; identifies pay differential between individual classifications; and identifies relevant labor markets.



### **Classification and Compensation Study Palm Beach County**

Evergreen Solutions was retained by Palm Beach County to conduct a Classification and Compensation Study in order to update the current classification and compensation structure. Evergreen performed the following tasks:

- conducted a job analysis across the County to ensure job descriptions matched the duties performed by the employee;
- provided an analysis of all positions— assigning an appropriate salary grade to ensure fairness and equity—and included recommendations for all positions that were found to be above or below the assigned salary grade; and
- conducted a market compensation analysis of salaries and wages of like or similar jobs of comparable Florida public organizations with similar position and organizational characteristics.



---

---

**Compensation and Classification Study Services  
Monroe County**

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

**Note:** Evergreen was again hired by Monroe County in September of 2016 to implement a minimum Living Wage of \$31,200 year/\$15.00 an hour (This will include determination of issues that may arise with supervisory duties or compression of positions; what needs to be done to fix those issues; cost for County implementation with variable options; and publication of analysis). Evergreen also recently completed a compensation plan update for the County.



**Compensation and Classification Study  
Alachua County**

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;



- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;
- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;
- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee;
- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



### **Compensation Study Lake County**

Evergreen Solutions was retained by Lake County to conduct and furnish a comprehensive compensation survey for Lake County government itself, and for select positions at Lake Emergency Medical Services, Inc. Evergreen made recommendations for improvements and modifications to the current compensation and overall pay structure, including number of pay grades, and appropriate pay ranges (minimum, maximum, percentage between grades, etc.). The recommendations also included appropriate salary ranges and midpoints for each job classification and recommendations for ranges that lagged, matched, or led the relevant labor market. Evergreen surveyed the relevant labor market for merit pay practices being used and recommended pay administration practices to include consideration of merit pay, alternative reward strategies, including non-monetary rewards and cost savings/efficiency incentives as may be suitable.





---

---

**Compensation Market Salary Survey  
Sumter County**

Evergreen Solutions was retained by Sumter County to conduct a comprehensive market salary study designed to ascertain the external equity of its compensation plan. The County wanted Evergreen to evaluate its competitiveness with not only the public sector, but the private sector as well. Evergreen employed a methodology that included data from both of these critical markets and took into account the importance of total compensation, including salaries, benefits, and supplements, and provide recommendations for improvements as needed. In addition, Evergreen evaluated the County's classifications to determine whether a functional combination of positions was possible or appropriate, and made administrative recommendations that were designed to assist the County in maintaining the system over time.



**Salary and Benefits Review  
Hernando County**

Evergreen Solutions was retained by Hernando County to conduct a Salary and Benefits Review of its workforce. Evergreen's consultants reviewed the effectiveness of the County's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. To accomplish this, Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, pay grade factoring system, actual salaries, and benefits (retirement plans, health and dental insurance) information to ensure the County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications.

Evergreen also conducted a job-task analysis/job audit of all 766 employee positions to verify and validate information from existing job descriptions. Personal interviews with employees, supervisors, and directors were conducted to determine whether classifications were correctly placed in organizational hierarchy and whether individual positions were classified correctly.

Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.



---

---

## Compensation Management Services Flagler County

Evergreen Solutions was hired by Flagler County to provide Compensation Management services. Evergreen Solutions performed the following:

- conducted a salary and benefits survey of coastal county peers;
- collected secondary data on the private sector for those classifications that were more impacted by private industry;
- analyzed benefits and quality of life data to estimate total compensation for County classifications;
- developed a new pay plan based on market findings and slotted all included classifications;
- recommended several methods for placing classifications into the new pay plan and estimated the associated cost;
- ensured that the adopted pay plan and placement methodology supported a three-level method of employee increases;
- developed an implementation strategy for enacting the recommended changes to the pay grades and placement;
- provided a written report summarizing the findings and recommendations; and
  
- developed and provided training for a new performance evaluation system.

**Note:** Evergreen was previously hired by the County to conduct a Job Classification and Pay Study in 2016.



## Compensation and Benefits Study Seminole County

Evergreen Solutions was hired by Seminole County to assist with a county-wide Compensation and Benefits Study. The study included employees who served in various capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. **Note:** Evergreen also conducted two other studies for Seminole County (i.e., Compensation and Classification Study and a Performance Evaluation Study).



---

**Compensation Study  
Osceola County**

Evergreen Solutions was retained by Osceola County to review its compensation system and structure for areas of improvement. The Evergreen team examined current pay plan's organization, market responsiveness, and adaptability. A detailed report was prepared to that summarized findings and recommendations for improvement.



**Pay and Classification Study  
Bay County**

Evergreen Solutions was engaged with Bay County in 2015 to conduct a Pay and Classification study. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. In addition, a salary survey was conducted in the public sector to determine the appropriate pay ranges for 30 benchmarked positions. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen also previously performed a Pay and Classification Study for the County.



**Compensation Study  
Santa Rosa County**

Evergreen Solutions was retained by Santa Rosa County to conduct a Comprehensive Compensation Study. Evergreen performed the following tasks:

- established criteria for the selection of survey participants;
- conducted salary survey prepare an analysis based on the results;
- established equitable salary ranges to provide for the recruitment and retention of qualified staff, equitable relationships of one job to another within the organization, and addressed compression/equity issues between pay grades and classifications;
- evaluated existing compensation policies and proposed any recommended changes; and
- prepared and delivered the final report to the County Commission.



---

### **Pay and Classification Study Gulf County**

Evergreen Solutions was engaged with Gulf County to conduct a Pay and Classification Study for its workforce. Evergreen analyzed each position within the County by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; and assessing classifications within positions. In addition, Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, and determined FLSA status (exempt/non-exempt) for positions under federal regulations. Based on this review, Evergreen presented a proposed classification structure to County management, including a cost analysis for positions that required adjustments.

Evergreen also conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, and actual salaries to ensure that Gulf County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets.



### **Compensation and Classification Analysis Village of Pinecrest**

Evergreen Solutions was hired by the Village of Pinecrest to conduct Classification Reviews and compensation market analysis utilizing Job Assessment Tool responses and salary survey processes. Evergreen Solutions consultants conducted on-site orientation sessions and focus group meetings where employees were informed of the content of the JAT and coordinated with Village representatives to conduct the JAT in a timely manner. The Village also contributed to a list of benchmark classifications and targeted peer organizations for the external market analysis. At the conclusion of the study the Village was presented with revised and formatted Job Descriptions which reflect up-to-date job tasks and requirements as well as recommendations and implementation strategies for addressing internal and external equity. Each classification was also reviewed for FLSA compliance.



### **Compensation Study Village of North Palm Beach**

Evergreen Solutions was retained to conduct a compensation study for the Village of North Palm Beach. The study included evaluating private and public labor market, and making recommendations to improve competitiveness in alignment with the Village's strategic goals. Evergreen's recommendations improved the competitiveness of the Village and helped prepare it for future recruitment challenges.



---

**Classification, Compensation, and Benefits Study  
Town of Jupiter**

Evergreen Solutions was retained by the Town of Jupiter to conduct a classification, compensation, and benefits study of its workforce. Evergreen's consultants reviewed the effectiveness of the Town's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Evergreen conducted a job analysis for ensuring proper classification and internal equity. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



**Compensation and Classification Study  
Town of Davie**

Evergreen Solutions was engaged with the Town of Davie to conduct a Compensation and Classification Study. Evergreen conducted a comparison analysis of all employees within the Town and analyzed the job tasks for each position surveyed by best match and benchmark pay ranges to local public sector markets. Evergreen conducted a review of job classifications for appropriate internal equity and identify functional overlap and efficiencies in departmental structures and relationships. Evergreen further conducted a job task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conduct personal interviews with employees, supervisors, and directors, as needed. Evergreen identified and designated all high-risk and/or safety-sensitive classifications and included the appropriate pre-employment screening requirements as mandated by federal, state and local statutes.

Evergreen reviewed existing salaries to determine proper placement within proposed classifications, and recommended appropriate "equity adjustments" as needed. Evergreen determined if classifications were correctly placed in organizational hierarchy and reviewed whether individual positions were classified correctly. In the end, Evergreen provided the Town a recommended classification and compensation structure and a system for maintaining the recommended structure.



**Compensation Study  
Town of Lady Lake**

The Town of Lady Lake hired Evergreen Solutions to conduct a Compensation Study. Evergreen's consultants reviewed and evaluated the Town's compensation policies and procedures and made an assessment of the



---

current conditions. Further, Evergreen worked with the Town to identify peer organizations to use as targets for a survey of salary and benefits. A Final Report was generated, documenting the previous steps of the study, and presented to the Town Commission. Recommendations were made for continued administration of the new compensation system, and training and guidance was provided to the Human Resources Department staff.



#### **Pay and Classification Study Town of Lake Park**

Evergreen Solutions was engaged with the Town of Lake Park to conduct a Pay and Classification Study. Evergreen conducted a classification analysis using Evergreen's Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen analyzed local market salary data taken from peer organizations to determine the appropriate compensation levels for select positions. Recommendations for adjustments to the compensation and classification plans for Lake Park were made.



#### **Classification and Compensation Study Miami Shores Village**

Evergreen was retained by Miami Shores Village to conduct a Classification and Compensation Study for all employees. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the Village.



### **3.3 References**

As required in the Request for Proposal, we provided three references in **Section 5** of our proposal (i.e., Attachment B of the RFP) that we feel demonstrate the breadth and quality of the work our team has performed as it relates to the services being requested. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.



---

### 3.4 Financial Stability

Evergreen possesses the financial and fiscal stability to undertake this engagement for the City of Cooper City. Evergreen has continued to experience steady financial growth over the years even during periods of economic instability. We continue to invest in the financial stability of the firm to ensure that our overall financial health can be maintained in periods of economic uncertainty. As such, our firm has never incurred any debts and has never borrowed against our line of credit. We continue to maintain a healthy 20 percent reserve to be able to address any potential fiscal issues that may arise.

We have attached our two most recent tax returns to demonstrate our financial stability.



Form **1065**  
Department of the Treasury  
Internal Revenue Service

**U.S. Return of Partnership Income**

OMB No. 1545-0123

For calendar year 2021, or tax year beginning \_\_\_\_\_, ending \_\_\_\_\_  
▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.

**2021**

<b>A</b> Principal business activity  <b>CONSULTING</b>		Name of partnership  <b>EVERGREEN SOLUTIONS, LLC</b>	<b>D</b> Employer identification number  <b>20-1833438</b>
<b>B</b> Principal product or service <b>GOVT STUDIES</b>	<b>Type or Print</b>	Number, street, and room or suite no. If a P.O. box, see instructions. <b>2878 REMINGTON GREEN CIRCLE</b>	<b>E</b> Date business started <b>07/01/2005</b>
<b>C</b> Business code number  <b>541600</b>		City or town, state or province, country, and ZIP or foreign postal code <b>TALLAHASSEE FL 32308</b>	<b>F</b> Total assets (see instructions) \$ <b>1,112,062</b>

**G** Check applicable boxes: (1)  Initial return (2)  Final return (3)  Name change (4)  Address change (5)  Amended return

**H** Check accounting method: (1)  Cash (2)  Accrual (3)  Other (specify) ▶ \_\_\_\_\_

**I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ **2**

**J** Check if Schedules C and M-3 are attached ▶

**K** Check if partnership: (1)  Aggregated activities for section 465 at-risk purposes (2)  Grouped activities for section 469 passive activity purposes

**Caution: Include only trade or business income and expenses on lines 1a through 22 below. See instructions for more information.**

<b>Income</b>	<b>1a</b> Gross receipts or sales	<b>2,840,301</b>	
	<b>b</b> Returns and allowances		
	<b>c</b> Balance. Subtract line 1b from line 1a		<b>2,840,301</b>
	<b>2</b> Cost of goods sold (attach Form 1125-A)		<b>350,186</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c		<b>2,490,115</b>
	<b>4</b> Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		
	<b>5</b> Net farm profit (loss) (attach Schedule F (Form 1040))		
	<b>6</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		
<b>7</b> Other income (loss) (attach statement)			
<b>8</b> Total income (loss). Combine lines 3 through 7		<b>2,490,115</b>	
<b>Deductions</b> (see instructions for limitations)	<b>9</b> Salaries and wages (other than to partners) (less employer's credit)		<b>810,204</b>
	<b>10</b> Guaranteed payments to partners		<b>318,495</b>
	<b>11</b> Repairs and maintenance		<b>7,778</b>
	<b>12</b> Bad debts		
	<b>13</b> Rent		<b>58,583</b>
	<b>14</b> Taxes and licenses		<b>64,289</b>
	<b>15</b> Interest (see instructions)		
	<b>16a</b> Depreciation (if required, attach Form 4562)	<b>34,255</b>	
	<b>b</b> Less depreciation reported on Form 1125-A and elsewhere on return		<b>34,255</b>
	<b>17</b> Depletion (Do not deduct oil and gas depletion.)		
<b>18</b> Retirement plans, etc.		<b>29,236</b>	
<b>19</b> Employee benefit programs		<b>67,258</b>	
<b>20</b> Other deductions (attach statement)	<b>SEE STATEMENT 1</b>	<b>267,613</b>	
<b>21</b> Total deductions. Add the amounts shown in the far right column for lines 9 through 20		<b>1,657,711</b>	
<b>22</b> Ordinary business income (loss). Subtract line 21 from line 8		<b>832,404</b>	
<b>Tax and Payment</b>	<b>23</b> Interest due under the look-back method—completed long-term contracts (attach Form 8697)		
	<b>24</b> Interest due under the look-back method—income forecast method (attach Form 8866)		
	<b>25</b> BBA AAR imputed underpayment (see instructions)		
	<b>26</b> Other taxes (see instructions)		
	<b>27</b> Total balance due. Add lines 23 through 26		
	<b>28</b> Payment (see instructions)		
	<b>29</b> Amount owed. If line 28 is smaller than line 27, enter amount owed		
	<b>30</b> Overpayment. If line 28 is larger than line 27, enter overpayment		

**Sign Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

Signature of partner or limited liability company member: \_\_\_\_\_ Date: \_\_\_\_\_

May the IRS discuss this return with the preparer shown below? See instructions.  Yes  No

<b>Paid</b>	Print/Type preparer's name <b>GREGORY J. COCHRAN</b>	Preparer's signature <b>THOMSON BROCK LUGER &amp; COMPANY</b>	Date	Check <input type="checkbox"/> if self-employed	PTIN *****	
<b>Preparer Use Only</b>	Firm's name <b>THOMSON BROCK LUGER &amp; COMPANY</b>	Firm's EIN <b>20-2259573</b>				
	Firm's address <b>TALLAHASSEE, FL 32308-3736</b>	Phone no. <b>850-385-7444</b>				



**Schedule B Other Information**

<b>1</b> What type of entity is filing this return? Check the applicable box:				Yes	No
<b>a</b> <input type="checkbox"/> Domestic general partnership	<b>b</b> <input type="checkbox"/> Domestic limited partnership				
<b>c</b> <input checked="" type="checkbox"/> Domestic limited liability company	<b>d</b> <input type="checkbox"/> Domestic limited liability partnership				
<b>e</b> <input type="checkbox"/> Foreign partnership	<b>f</b> <input type="checkbox"/> Other ▶				
<b>2</b> At the end of the tax year:					
<b>a</b> Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership					X
<b>b</b> Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership				X	
<b>3</b> At the end of the tax year, did the partnership:					
<b>a</b> Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below					X
<b>(i)</b> Name of Corporation	<b>(ii)</b> Employer Identification Number (if any)	<b>(iii)</b> Country of Incorporation	<b>(iv)</b> Percentage Owned in Voting Stock		
<b>b</b> Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below					X
<b>(i)</b> Name of Entity	<b>(ii)</b> Employer Identification Number (if any)	<b>(iii)</b> Country of Organization	<b>(iv)</b> Maximum Percentage Owned in Profit, Loss, or Capital		
<b>4</b> Does the partnership satisfy all four of the following conditions?				Yes	No
<b>a</b> The partnership's total receipts for the tax year were less than \$250,000.					
<b>b</b> The partnership's total assets at the end of the tax year were less than \$1 million.					
<b>c</b> Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.					
<b>d</b> The partnership is not filing and is not required to file Schedule M-3					X
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1.					
<b>5</b> Is this partnership a publicly traded partnership as defined in section 469(k)(2)?					X
<b>6</b> During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?					X
<b>7</b> Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?					X
<b>8</b> At any time during calendar year 2021, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country ▶					X
<b>9</b> At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions					X
<b>10a</b> Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.					X
<b>b</b> Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions					X

**Schedule B Other Information (continued)**

	Yes	No
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
11 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year)		<input type="checkbox"/>
12 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
13 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions		
14 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership		X
15 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return		0
16a Did you make any payments in 2021 that would require you to file Form(s) 1099? See instructions	X	
b If "Yes," did you or will you file required Form(s) 1099?	X	
17 Enter the number of Form 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return		0
18 Enter the number of partners that are foreign governments under section 892		0
19 During the partnership's tax year, did the partnership make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		X
20 Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938		X
21 Is the partnership a section 721(c) partnership, as defined in Regulations section 1.721(c)-1(b)(14)?		X
22 During the tax year, did the partnership pay or accrue any interest or royalty for which one or more partners are not allowed a deduction under section 267A? See instructions. If "Yes," enter the total amount of the disallowed deduction		X
23 Did the partnership have an election under section 1402(g) for any real property, trade or business or any farming business in effect during the tax year? See instructions		X
24 Does the partnership satisfy one or more of the following? See instructions		X
a The partnership owns a pass-through entity with current, or prior year carryover, excess business interest expense.		
b The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$26 million and the partnership has business interest.		
c The partnership is a tax shelter (see instructions) and the partnership has business interest expense. If "Yes" to any, complete and attach Form 8990.		
25 Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund? If "Yes," enter the amount from Form 8996, line 15		X
26 Enter the number of foreign partners subject to section 864(c)(8) as a result of transferring all or a portion of an interest in the partnership or of receiving a distribution from the partnership. Complete Schedule K-3 (Form 1065), Part XIII, for each foreign partner subject to section 864(c)(8) on a transfer or distribution.		
27 At any time during the tax year, were there any transfers between the partnership and its partners subject to the disclosure requirements of Regulations section 1.707-8?		X
28 Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties constituting a trade or business of your partnership, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the partners held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions.		
Percentage: By Vote By Value		X
29 Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions. If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3. If "No," complete Designation of Partnership Representative below.		X

**Designation of Partnership Representative (see instructions)**

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR **JEFFREY LING**

U.S. address of PR **1400 VILLAGE SQUARE BLVD. 3-515 TALLAHASSEE FL 32312-1250** U.S. phone number of PR **850-383-0111**

If the PR is an entity, name of the designated individual for the PR

U.S. address of designated individual U.S. phone number of designated individual



Schedule K Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 832,404
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss)	3a
	b Expenses from other rental activities (attach statement)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments: a Services 4a 318,495 b Capital 4b	4c 318,495
	c Total. Add lines 4a and 4b	
	5 Interest income	5
	6 Dividends and dividend equivalents: a Ordinary dividends	6a
	b Qualified dividends 6b c Dividend equivalents 6c	
	7 Royalties	7
8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
b Collectibles (28%) gain (loss)	9b	
c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12 0
	13a Contributions	13a
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c(2)
d Other deductions (see instructions) Type ▶ SEE STATEMENT 2	13d 26,000	
Self-Employment	14a Net earnings (loss) from self-employment	14a 1,150,899
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c 2,490,115
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 448, if applicable)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
International Transactions	16 Attach Schedule K-2 (Form 1065), Partners' Distributive Share Items-International, and check this box to indicate that you are reporting items of international tax relevance <input type="checkbox"/>	
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach statement)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b 291,935
	c Nondeductible expenses	18c 9,592
	19a Distributions of cash and marketable securities	19a 848,322
	b Distributions of other property	19b
	20a Investment income	20a
	b Investment expenses	20b
c Other items and amounts (attach statement) SEE STATEMENT 5		
21 Total foreign taxes paid or accrued	21	

**Analysis of Net Income (Loss)**

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 21	1	<b>1,124,899</b>
2	Analysis by partner type:		
	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)
	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners		
b	Limited partners	<b>1,124,899</b>	

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
1	Cash		<b>998,422</b>		<b>1,108,021</b>
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets	<b>89,806</b>		<b>124,062</b>	
b	Less accumulated depreciation	<b>89,806</b>	<b>0</b>	<b>124,062</b>	<b>0</b>
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement) <b>SEE STMT 6</b>		<b>4,041</b>		<b>4,041</b>
14	Total assets		<b>1,002,463</b>		<b>1,112,062</b>
<b>Liabilities and Capital</b>					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year		<b>174,750</b>		<b>0</b>
17	Other current liabilities (attach statement) <b>SEE STMT 7</b>		<b>0</b>		<b>17,924</b>
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts		<b>827,713</b>		<b>1,094,138</b>
22	Total liabilities and capital		<b>1,002,463</b>		<b>1,112,062</b>

DRAFT

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return**

Note: The partnership may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	<b>1,114,747</b>	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$ <b>SEE STATEMENT 9</b>	
3	Guaranteed payments (other than health insurance)	<b>318,495</b>			<b>291,935</b>
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 21 (itemize):		7	Deductions included on Schedule K, lines 1 through 13d, and 21, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$ <b>SEE STATEMENT 10</b>	
b	Travel and entertainment \$ <b>8,732</b>				<b>26,000</b>
	<b>SEE STATEMENT 8</b>		8	Add lines 6 and 7	<b>317,935</b>
	<b>860</b>	<b>9,592</b>	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	<b>1,124,899</b>
5	Add lines 1 through 4	<b>1,442,834</b>			

**Schedule M-2 Analysis of Partners' Capital Accounts**

1	Balance at beginning of year	<b>827,713</b>	6	Distributions: a Cash	<b>848,322</b>
2	Capital contributed: a Cash		b	Property	
	b Property		7	Other decreases (itemize): <b>SEE STMT 11</b>	
3	Net income (loss) (see instructions)	<b>1,407,242</b>			<b>292,495</b>
4	Other increases (itemize):		8	Add lines 6 and 7	<b>1,140,817</b>
			9	Balance at end of year. Subtract line 8 from line 5	<b>1,094,138</b>
5	Add lines 1 through 4	<b>2,234,955</b>			

Form **1125-A**

**Cost of Goods Sold**

(Rev. November 2018)  
Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.  
▶ Go to [www.irs.gov/Form1125A](http://www.irs.gov/Form1125A) for the latest information.

OMB No. 1545-0123

Name  
**EVERGREEN SOLUTIONS, LLC**

Employer identification number  
**20-1833438**

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	<b>350,186</b>
6	Total. Add lines 1 through 5	6	<b>350,186</b>
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	8	<b>350,186</b>

9a Check all methods used for valuing closing inventory:

- (i)  Cost
- (ii)  Lower of cost or market
- (iii)  Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods ▶▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶▶

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO

9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions  Yes  No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation  Yes  No

For Paperwork Reduction Act Notice, see instructions.

**DRAFT**

Form **1125-A** (Rev. 11-2018)



**SCHEDULE B-1  
(Form 1065)**

(Rev. August 2019)  
Department of the Treasury  
Internal Revenue Service

**Information on Partners Owning 50% or  
More of the Partnership**

▶ Attach to Form 1065.

▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for the latest information.

OMB No. 1545-0123

Name of partnership

**EVERGREEN SOLUTIONS, LLC**

Employer identification number (EIN)

**20-1833438**

**Part I** **Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 2a (Question 3a for 2009 through 2017))

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
<b>DRAFT</b>				

**Part II** **Individuals or Estates Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 2b (Question 3b for 2009 through 2017))

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
<b>LINDA A. RECIO</b>	<b>***-**-3148</b>	<b>UNITED STATES</b>	<b>66.666670</b>
<b>JEFFREY LING</b>	<b>***-**-5804</b>	<b>UNITED STATES</b>	<b>100.000000</b>

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 8-2019)

PARTNER# 1

651121

OMB No. 1545-0123

Schedule K-1 (Form 1065)

2021

Department of the Treasury Internal Revenue Service

For calendar year 2021, or tax year

beginning ending

Partner's Share of Income, Deductions, Credits, etc.

See back of form and separate instructions.

Part I Information About the Partnership
A Partnership's employer identification number 20-1833438
B Partnership's name, address, city, state, and ZIP code EVERGREEN SOLUTIONS, LLC 2878 REMINGTON GREEN CIRCLE TALLAHASSEE FL 32308
C IRS Center where partnership filed return E-FILE
D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner
E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.) \*\*\*-\*\*-3148
F Name, address, city, state, and ZIP code for partner entered in E. See instructions. LINDA A. RECIO 1432 VIEUX CARRE DRIVE TALLAHASSEE FL 32308

G [X] General partner or LLC member-manager [ ] Limited partner or member
H1 [X] Domestic partner [ ] Foreign partner
H2 [ ] If the partner is a disregarded entity (DE), enter the partner's TIN Name

I1 What type of entity is this partner? INDIVIDUAL
I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here [ ]
J Partner's share of profit, loss, and capital (see instructions):

Table with columns: Beginning, Ending, Profit, Loss, Capital. Values: Profit 0.000000%, Loss 0.000000%, Capital 66.666670%

K Partner's share of liabilities:
Nonrecourse \$
Qualified nonrecourse financing \$
Recourse \$
Check this box if item K includes liability amounts from lower tier partnerships. [ ]

L Partner's Capital Account Analysis
Beginning capital account \$ 139,268
Capital contributed during the year \$
Current year net income (loss) \$
Other increase (decrease) (attach explanation) \$
Withdrawals & distributions \$ (115,505)
Ending capital account \$ 23,763

M Did the partner contribute property with a built-in gain (loss)? [ ] Yes [X] No If "Yes," attach statement. See instructions.

N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)
Beginning \$
Ending \$

[ ] Final K-1 [ ] Amended K-1

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

Table with columns: Line number, Description, Amount, and Other information. Includes rows for Ordinary business income (292,495), Dividends (115,505), and Section 179 deduction.

For IRS Use Only
22 More than one activity for at-risk purposes\*
23 More than one activity for passive activity purposes\*
\*See attached statement for additional information.

DRAFT

PARTNER# 2

651121

OMB No. 1545-0123

Schedule K-1 (Form 1065)

2021

Department of the Treasury Internal Revenue Service

For calendar year 2021, or tax year

beginning ending

Partner's Share of Income, Deductions, Credits, etc.

Final K-1 Amended K-1

Table with 4 columns: Line number, Description, Code, and Amount. Includes rows for Ordinary business income (832,404), Self-employment earnings (858,404), Net rental real estate income (2,490,115), Guaranteed payments for services (26,000), Qualified dividends (291,935), Distributions (732,817), and Other deductions (26,000).

Part I Information About the Partnership. Includes fields for Partnership's employer identification number (20-1833438), Partnership's name (EVERGREEN SOLUTIONS, LLC), and address (2878 REMINGTON GREEN CIRCLE, TALLAHASSEE, FL 32308).

Part II Information About the Partner. Includes fields for Partner's SSN or TIN (\*\*\*-\*\*-5804), Name (JEFFREY LING), and address (1400 VILLAGE SQUARE BLVD. 3-515, TALLAHASSEE, FL 32312-1145).

Part III Partner's Information. Includes checkboxes for General partner or LLC member-manager (checked), Domestic partner (checked), and fields for TIN and Name.

Part IV Partner's Share of Profit, Loss, and Capital. Includes a table showing Beginning and Ending percentages for Profit (100.000000%), Loss (100.000000%), and Capital (33.333330%).

Part V Partner's Share of Liabilities. Includes fields for Nonrecourse, Qualified nonrecourse financing, and Recourse liabilities.

Part VI Partner's Capital Account Analysis. Includes a table showing Beginning capital account (\$688,445), Capital contributed during the year, Current year net income (loss) (\$1,114,747), and Ending capital account (\$1,070,375).

Part VII Did the partner contribute property with a built-in gain (loss)? Includes Yes/No checkboxes.

Part VIII Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss). Includes Beginning and Ending fields.

DRAFT

For IRS Use Only



**Federal Statements**

**JEFFREY LING**

**\*\*\*\_\*\*-5804**

**Schedule K-1, Line 18 - Tax-Exempt Income and Nondeductible Expenses**

<u>Code</u>	<u>Description</u>	<u>Amount</u>
B	PPP LOAN FORGIVENESS	\$ 291,935
C	MEMBER LIFE INSURANCE	860
C	NONDEDUCTIBLE MEALS	8,732

**DRAFT**

Form **4562**

**Depreciation and Amortization**  
(Including Information on Listed Property)

OMB No. 1545-0172

**2021**

Department of the Treasury  
Internal Revenue Service (99)

▶ Attach to your tax return.

▶ Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Attachment Sequence No. **179**

Name(s) shown on return

**EVERGREEN SOLUTIONS, LLC**

Identifying number

**20-1833438**

Business or activity to which this form relates

**FORM 1065, PAGE 1**

**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,050,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,620,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2020 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2022. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	34,255
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

**Part III MACRS Depreciation (Don't include listed property. See instructions.)**

**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2021	17	0
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

**Section B—Assets Placed in Service During 2021 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

**Section C—Assets Placed in Service During 2021 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	34,255
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.  
DAA

Form **4562** (2021)  
**THERE ARE NO AMOUNTS FOR PAGE 2**

<b>Schedule K</b>	<b>Section 199A Information Worksheet</b>	<b>2021</b>
For calendar year 2021 or tax year beginning _____, ending _____		

Partnership Name <b>EVERGREEN SOLUTIONS, LLC</b>	Employer Identification Number <b>20-1833438</b>
---	---

	Activity Description	Pass-through Entity EIN	Aggr. Number	SSTB	PTP
Column A	<b>FORM 1065, PAGE 1</b>				
Column B					
Column C					
Column D					
Column E					

	Column A	Column B	Column C	Column D	Column E
<b>QBI or Qualified PTP Items:</b>					
Ordinary business income (loss)	832,404				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalties					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
<b>W-2 wages</b>	<b>810,204</b>				
<b>Qualified property</b>	<b>78,524</b>				
 <b>Other Information:</b>					
QBI alloc to co-op pmts received					
W-2 wages alloc to qualified pmts					
Section 199A(g) deduction					
 <b>Section 199A REIT dividends</b>					

DRAFT

**PARTNER# 2**

Schedule <b>K-1</b>	<b>Partner's Section 199A Information Worksheet</b>	<b>2021</b>
For calendar year 2021 or tax year beginning _____, ending _____		
Partnership Name <b>EVERGREEN SOLUTIONS, LLC</b>		Employer Identification Number <b>20-1833438</b>
Partner's Name <b>JEFFREY LING</b>		Taxpayer Identification Number <b>***-**-5804</b>

**Schedule K-1, Box 20, Code Z - Section 199A Information**

	Activity Description	Pass-through Entity EIN	Aggr. Number	SSTB	PTP
Column A	<b>FORM 1065, PAGE 1</b>				
Column B					
Column C					
Column D					
Column E					

	Column A	Column B	Column C	Column D	Column E
<b>QBI or Qualified PTP items:</b>					
Ordinary business income (loss)	<b>832,404</b>				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalties					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
<b>W-2 wages</b>	<b>810,204</b>				
<b>Qualified property</b>	<b>78,524</b>				
<b>Other Information:</b>					
QBI alloc to co-op pmts received					
W-2 wages alloc to qualified pmts					
Section 199A(g) deduction					
<b>Section 199A REIT dividends</b>					

DRAFT

**Statement 1 - Form 1065, Page 1, Line 20 - Other Deductions**

<u>Description</u>	<u>Amount</u>
CLEANING / JANITORIAL	\$ 4,950
DUES & SUBSCRIPTIONS	2,227
ADVERTISING AND MARKETING	57,207
OFFICE SUPPLIES AND EXPENSE	25,116
PRINTING & PRODUCTION	883
PROFESSIONAL DEVELOPMENT	1,499
PROFESSIONAL FEES - ACCTG	4,900
SUBCONTRACTING EXPENSE	32,344
TECHNOLOGY	58,568
TELEPHONE & FAX	17,482
UTILITIES	10,497
POSTAGE & DELIVERY	269
BOOKKEEPING	8,988
BUSINESS LICENSE & FEES	1,730
COPYING	4,973
MISCELLANEOUS	1,200
PROFESSIONAL FEES - LEGAL	2,120
PAYROLL SERVICE FEES	377
TRAVEL	536
EMPLOYEE RECRUITING EXPENSE	7,823
INSURANCE	15,182
MEALS (50%)	8,712
TOTAL	\$ 267,613

**DRAFT**

**Statement 2 - Form 1065, Schedule K, Line 13d - Other Deductions**

<u>Description</u>	<u>Amount</u>
PENSIONS AND IRA'S	\$ 26,000
TOTAL	\$ 26,000

**Statement 3 - Form 1065, Schedule K, Line 18b - Other Tax-Exempt Income**

<u>Description</u>	<u>Amount</u>
PPP LOAN FORGIVENESS	\$ 291,935
TOTAL	\$ 291,935

**Statement 4 - Form 1065, Schedule K, Line 18c - Nondeductible Expenses**

<u>Description</u>	<u>Amount</u>
NONDEDUCTIBLE MEALS	\$ 8,732
MEMBER LIFE INSURANCE	860
TOTAL	\$ 9,592

**Statement 5 - Form 1065, Schedule K, Line 20c - Other Items and Amounts**

Description	Amount
SEE ATTACHED SECTION 199A INFORMATION WORKSHEET	\$

**Statement 6 - Form 1065, Schedule L, Line 13 - Other Assets**

Description	Beginning of Year	End of Year
DEPOSITS	\$ 4,041	\$ 4,041
TOTAL	\$ 4,041	\$ 4,041

**Statement 7 - Form 1065, Schedule L, Line 17 - Other Current Liabilities**

Description	Beginning of Year	End of Year
PAYROLL LIABILITIES	\$ 0	\$ 33
DEPOSITS	0	17,891
TOTAL	\$ 0	\$ 17,924

DRAFT

**Statement 8 - Form 1065, Schedule M-1, Line 4 - Expenses Recorded on Books, Not on Sch K**

Description	Amount
MEMBER LIFE INSURANCE	\$ 860
TOTAL	\$ 860

**Statement 9 - Form 1065, Schedule M-1, Line 6 - Income Recorded on Books, Not on Sch K**

Description	Amount
PPP LOAN FORGIVENESS	\$ 291,935
TOTAL	\$ 291,935

**Statement 10 - Form 1065, Schedule M-1, Line 7 - Deductions Included on Sch K, Not on Books**

Description	Amount
PENSIONS AND IRAS CONSIDERED GUARANTEED PAYMENTS	\$ 26,000
TOTAL	\$ 26,000

**Statement 11 - Form 1065, Schedule M-2, Line 7 - Other Decreases**

<u>Description</u>	<u>Amount</u>
GUARANTEED PAYMENTS	\$ 292,495
TOTAL	<u>\$ 292,495</u>

**DRAFT**

**Statement 12 - Form 1125-A, Line 5 - Other Costs**

<u>Description</u>	<u>Amount</u>
OUTSIDE CONSULTANTS	\$ 287,280
PROJECT TRAVEL	61,411
SOFTWARE COSTS	1,495
TOTAL	<u>\$ 350,186</u>

**DRAFT**



Year Ending: December 31, 2021

20-1833438

Evergreen Solutions, LLC  
2878 Remington Green Circle  
Tallahassee, FL 32308

**Section 1.263(a)-1(f) De Minimis Safe Harbor Election**

Under Regulation 1.263(a)-1(f), the taxpayer hereby elects to apply the de minimis safe harbor election to all qualifying property placed in service during the tax year.

**PARTNER# 2**

**Partner's Basis Worksheet, Page 1**

**2021**

Schedule **K-1**

For calendar year 2021, or tax year beginning , and ending

Partnership Name <b>EVERGREEN SOLUTIONS, LLC</b>	Employer Identification Number <b>20-1833438</b>
Partner's Name <b>JEFFREY LING</b>	Taxpayer Identification Number <b>***-**-5804</b>

Beginning of year .....			<b>688,445</b>
Capital contributions: Cash .....			
Property (adjusted basis) .....			
Income items: Ordinary business income .....		<b>832,404</b>	
Net rental real estate income .....			
Other net rental income .....			
Interest .....			
Dividends .....			
Royalties .....			
Net short-term capital gain .....			
Net long-term capital gain .....			
Net section 1231 gain .....			
Other portfolio income .....			
Other income .....			
Tax-exempt interest and other tax-exempt income .....		<b>291,935</b>	<b>1,124,339</b>
Excess depletion .....			
Transfer of capital .....			
Gain on disposition of section 179 assets .....			
Other increases .....			
Distributions: Cash .....			
Property (adjusted basis) .....		<b>732,817</b>	<b>( 732,817)</b>
Change in liabilities: Current year .....			
Prior year .....			
<b>Subtotal</b> .....			<b>1,079,967</b>
Distribution in excess of partner basis .....			<b>9,592</b>
Noncapital expenses: Nondeductible expenses .....			
Deductible losses: Ordinary business loss .....			
Net rental real estate loss .....			
Other net rental loss .....			
Royalties .....			
Net short-term capital loss .....			
Net long-term capital loss .....			
Net section 1231 loss .....			
Other portfolio loss .....			
Other losses .....			
Section 179 deduction .....			
Charitable contributions .....			
Investment interest expense .....			
Section 59(e)(2) expenditures .....			
Portfolio income deductions .....			
Other deductions .....			
Foreign taxes .....			
Loss on disposition of section 179 assets .....			
Depletion .....			
Other decreases .....			
<b>End of year</b> .....			<b>1,070,375</b>

**DRAFT**

Note to partner: This worksheet was prepared based on partnership records. Please consult with your tax advisor for adjustments.

**Federal Asset Report  
Form 1065, Page 1**

Asset	Description	Date In Service	Cost	Bus %	Sec 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
<b>5-year GDS Property:</b>									
66	Dell Laptop Latitude 5520 & Monitors	2/23/21	2,326		X	0	5 HY 200DB	0	2,326
67	IPAD Pro CL 512	4/12/21	1,688		X	0	5 HY 200DB	0	1,688
68	Dell Desktop Latitude 5520	4/12/21	2,690		X	0	5 HY 200DB	0	2,690
69	Dell Latitude 7520 BTX	4/28/21	2,496		X	0	5 HY 200DB	0	2,496
70	Dell Latitude 7310	5/19/21	2,638		X	0	5 HY 200DB	0	2,638
71	Dell 5420 Latitude Laptop	6/29/21	2,316		X	0	5 HY 200DB	0	2,316
72	Laptop	7/28/21	2,185		X	0	5 HY 200DB	0	2,185
73	Two Dell Laptops	8/16/21	4,694		X	0	5 HY 200DB	0	4,694
74	4 Computer monitors	8/23/21	675		X	0	5 HY 200DB	0	675
75	2 Dell Laptops with docking stations	11/01/21	5,325		X	0	5 HY 200DB	0	5,325
76	Dell XPS15 9510 Laptop	12/29/21	2,940		X	0	5 HY 200DB	0	2,940
			<u>29,973</u>			<u>0</u>		<u>0</u>	<u>29,973</u>
<b>7-year GDS Property:</b>									
77	Used Office Furniture	9/01/21	4,282		X	0	7 HY 200DB	0	4,282
			<u>4,282</u>			<u>0</u>		<u>0</u>	<u>4,282</u>
<b>Prior MACRS:</b>									
1	COMPACT REFRIGERATOR	7/09/05	102		X	0	5 HY 200DB	102	0
3	OFFICE FURNITURE	7/11/05	2,735		X	0	7 HY 200DB	2,735	0
4	LASERJET 1320 PRINTER	7/24/05	645		X	0	5 HY 200DB	645	0
5	SOFTWARE	7/28/05	1,202		X	0	3 HY 200DB	1,202	0
7	4 EXECUTIVE DESKS	8/08/05	4,635		X	0	7 HY 200DB	4,635	0
9	OFFICE DECOR - BEN FRANKLIN	8/08/05	118		X	0	7 HY 200DB	118	0
10	KIRKLAND OFFICE DECOR	8/09/05	150		X	0	7 HY 200DB	150	0
11	BOMBAY TABLE	8/10/05	106		X	0	7 HY 200DB	106	0
12	CONFERENCE TABLE	8/24/05	431		X	0	7 HY 200DB	431	0
13	BINDING MACHINE	8/30/05	391		X	0	5 HY 200DB	391	0
14	FILE CABINET	9/05/05	112		X	0	5 HY 200DB	112	0
15	FURNITURE	9/10/05	4,127		X	0	7 HY 200DB	4,127	0
16	OFFICE SIGNS	9/07/05	210		X	0	5 HY 200DB	210	0
17	MONITOR & NETWORK ADAPTER-GU	10/11/05	305		X	0	5 HY 200DB	305	0
22	3 SAMSUNG FLAT PANEL DISPLAYS	8/03/05	1,256		X	0	5 HY 200DB	1,256	0
23	4 CID FOUR-LINE TELEPHONES	8/08/05	548		X	0	5 HY 200DB	548	0
27	PROJECTOR	10/13/06	772		X	0	5 HY 200DB	772	0
31	2) NORTEL BCM50 CNTRLRS W/ 8) 4 L)	6/11/07	9,244		X	0	7 HY 200DB	9,244	0
32	OFFICE FURNITURE	4/24/07	1,800		X	0	7 HY 200DB	1,800	0
33	DELL LATITUDE D830 COMPUTER	2/12/08	1,913		X	X	5 HY 200DB	1,913	0
37	DELL LATITUDE E4300	10/22/09	2,106		X	X	5 HY 200DB	2,106	0
38	DELL LATITUDE E5400 COMPUTER	12/22/10	1,603		X	X	5 HY 200DB	1,603	0
41	OPTIPLEX 790 COMPUTER - KELLY	10/13/11	1,180		X	X	5 HY 200DB	1,180	0
42	CUSTOM BUILT INTEL SERVER W/ AP	8/15/11	7,455		X	X	5 HY 200DB	7,455	0
46	VACUUM CLEANER	12/31/11	200		X	X	5 HY 200DB	200	0
47	ECONOMIC RESEARCH LIST SOFTWA	12/29/11	2,389		X	X	3 HY 200DB	2,389	0
49	TWO LAPTOPS (TOM & JEFF)	10/23/12	4,055		X	X	5 HY 200DB	4,055	0
50	COMPUTER FOR BOOKKEEPING	10/23/12	1,180		X	X	5 HY 200DB	1,180	0
51	COMPUTERS	11/09/12	1,867		X	X	5 HY 200DB	1,867	0
52	DELL LATITUDE E5430 COMPUTER	10/14/13	1,403		X	X	5 HY 200DB	1,403	0
53	TWO (2) DELL LATITUDE E6430 COMP	11/08/13	3,416		X	X	5 HY 200DB	3,416	0
54	COMPUTER - JACKIE	12/22/13	1,509		X	X	5 HY 200DB	1,509	0
55	Dell Laptop Computer	1/31/14	1,743		X	X	5 HY 200DB	1,743	0
56	Two (2) Dell Laptops	11/07/14	5,176		X	X	5 HY 200DB	5,176	0
57	Dell Latitude E7450	4/03/15	2,375		X	X	5 HY 200DB	2,375	0
58	Dell Latitude E7450/7450, BTX	4/21/15	2,396		X	X	5 HY 200DB	2,396	0
59	Dell Latitude E7250, BTX	4/30/15	1,971		X	X	5 HY 200DB	1,971	0
60	Intel Quad-Core Xeon	8/05/16	3,303		X	X	5 HY 200DB	3,303	0
61	Dell Latitude E7470	8/24/16	2,254		X	X	5 HY 200DB	2,254	0
62	2 Dell Computers-Latitude 7480	3/10/17	4,790		X	X	5 HY 200DB	4,790	0
63	Dell Latitude 5480	4/14/17	2,298		X	X	5 HY 200DB	2,298	0
64	Dell Latitude 7390 w/ docking station	4/18/18	2,285		X	X	5 HY 200DB	2,285	0
65	Dell Latitude 7480 BTX	8/08/18	2,048		X	X	5 HY 200DB	2,048	0

DRAFT

**Federal Asset Report**  
**Form 1065, Page 1**

Asset	Description	Date In Service	Cost	Bus %	Sec 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
			<u>89,804</u>			<u>0</u>		<u>89,804</u>	<u>0</u>
	<b>Grand Totals</b>		124,059			0		89,804	34,255
	<b>Less: Dispositions and Transfers</b>		0			0		0	0
	<b>Less: Start-up/Org Expense</b>		0			0		0	0
	<b>Net Grand Totals</b>		<u>124,059</u>			<u>0</u>		<u>89,804</u>	<u>34,255</u>

**DRAFT**

**Electronic Filing - PDF Attachment Report**

Form **1065**

**2021**

For calendar year 2021, or tax year beginning , and ending

Partnership Name

Employer Identification Number

**EVERGREEN SOLUTIONS, LLC**

**20-1833438**

Title

Attachment Source

Proforma

**PARTNERSHIP SECTION 199A INFORMATION WRK**

**(AUTOMATICALLY ATTACHED)**

**N/A**

**DRAFT**

Form **1065**  
Department of the Treasury  
Internal Revenue Service

**U.S. Return of Partnership Income**

For calendar year 2020, or tax year beginning \_\_\_\_\_, ending \_\_\_\_\_  
▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for instructions and the latest information.

OMB No. 1545-0123  
**2020**

<b>A</b> Principal business activity <b>CONSULTING</b>		Name of partnership <b>EVERGREEN SOLUTIONS, LLC</b>	<b>D</b> Employer identification number <b>20-1833438</b>
<b>B</b> Principal product or service <b>GOVT STUDIES</b>	Type or Print	Number, street, and room or suite no. If a P.O. box, see instructions. <b>2878 REMINGTON GREEN CIRCLE</b>	<b>E</b> Date business started <b>07/01/2005</b>
<b>C</b> Business code number <b>541600</b>		City or town, state or province, country, and ZIP or foreign postal code <b>TALLAHASSEE FL 32308</b>	<b>F</b> Total assets (see instructions) \$ <b>1,002,463</b>

**G** Check applicable boxes: (1)  Initial return (2)  Final return (3)  Name change (4)  Address change (5)  Amended return  
**H** Check accounting method: (1)  Cash (2)  Accrual (3)  Other (specify) ▶ \_\_\_\_\_  
**I** Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year ▶ **2**  
**J** Check if Schedules C and M-3 are attached ▶   
**K** Check if partnership: (1)  Aggregated activities for section 465 at-risk purposes (2)  Grouped activities for section 469 passive activity purposes

**Caution:** Include only trade or business income and expenses on lines 1a through 22 below. See instructions for more information.

<b>Income</b>	<b>1a</b> Gross receipts or sales	<b>2,448,899</b>	
	<b>b</b> Returns and allowances		
	<b>c</b> Balance. Subtract line 1b from line 1a		<b>2,448,899</b>
	<b>2</b> Cost of goods sold (attach Form 1125-A)		<b>260,569</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c		<b>2,188,330</b>
	<b>4</b> Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		
	<b>5</b> Net farm profit (loss) (attach Schedule F (Form 1040))		
	<b>6</b> Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		
<b>Deductions (see instructions for limitations)</b>	<b>7</b> Other income (loss) (attach statement)		
	<b>8</b> Total income (loss). Combine lines 4 through 7		<b>2,188,330</b>
	<b>9</b> Salaries and wages (other than to partners) (attach Form 1099-MISC)		<b>597,594</b>
	<b>10</b> Guaranteed payments to partners		<b>230,070</b>
	<b>11</b> Repairs and maintenance		<b>1,919</b>
	<b>12</b> Bad debts		
	<b>13</b> Rent		<b>67,087</b>
	<b>14</b> Taxes and licenses		<b>47,314</b>
	<b>15</b> Interest (see instructions)		
	<b>16a</b> Depreciation (if required, attach Form 4562)		
	<b>b</b> Less depreciation reported on Form 1125-A and elsewhere on return		
	<b>17</b> Depletion (Do not deduct oil and gas depletion.)		
	<b>18</b> Retirement plans, etc.		<b>12,528</b>
	<b>19</b> Employee benefit programs		<b>59,368</b>
<b>20</b> Other deductions (attach statement) <b>SEE STATEMENT 1</b>		<b>197,106</b>	
<b>21</b> Total deductions. Add the amounts shown in the far right column for lines 9 through 20		<b>1,212,986</b>	
<b>22</b> Ordinary business income (loss). Subtract line 21 from line 8		<b>975,344</b>	
<b>Tax and Payment</b>	<b>23</b> Interest due under the look-back method—completed long-term contracts (attach Form 8697)		
	<b>24</b> Interest due under the look-back method—income forecast method (attach Form 8866)		
	<b>25</b> BBA AAR imputed underpayment (see instructions)		
	<b>26</b> Other taxes (see instructions)		
	<b>27</b> Total balance due. Add lines 23 through 26		
	<b>28</b> Payment (see instructions)		
	<b>29</b> Amount owed. If line 28 is smaller than line 27, enter amount owed		
	<b>30</b> Overpayment. If line 28 is larger than line 27, enter overpayment		

**Sign Here**  
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

Signature of partner or limited liability company member: \_\_\_\_\_ Date: \_\_\_\_\_  
 May the IRS discuss this return with the preparer if you so desire?  Yes  No

**Paid Preparer Use Only**

Print/Type preparer's name: **GREGORY J. COCHRAN** Preparer's signature: *Gregory J. Cochran, CPA* Date: **5-6-21** Check  if self-employed PTIN: **\*\*\*\*\***

Firm's name: **THOMSON BROCK LUGER & COMPANY** Firm's EIN: **20-2259573**  
 Firm's address: **3375G CAPITAL CIR NE TALLAHASSEE, FL 32308-3736** Phone no.: **850-385-7444**

For Paperwork Reduction Act Notice, see separate instructions.

Form **1065** (2020)



**Schedule B Other Information**

<b>1</b> What type of entity is filing this return? Check the applicable box:				<b>Yes</b>	<b>No</b>
<b>a</b>	<input type="checkbox"/> Domestic general partnership	<b>b</b>	<input type="checkbox"/> Domestic limited partnership		
<b>c</b>	<input checked="" type="checkbox"/> Domestic limited liability company	<b>d</b>	<input type="checkbox"/> Domestic limited liability partnership		
<b>e</b>	<input type="checkbox"/> Foreign partnership	<b>f</b>	<input type="checkbox"/> Other ▶		
<b>2</b> At the end of the tax year:					
<b>a</b> Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership .....					<b>X</b>
<b>b</b> Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership .....				<b>X</b>	
<b>3</b> At the end of the tax year, did the partnership:					
<b>a</b> Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below .....					<b>X</b>
(i) Name of Corporation		(ii) Employer Identification Number (if any)		(iii) Country of Incorporation	
<b>b</b> Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below .....					<b>X</b>
(i) Name of Entity		(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital
<b>4</b> Does the partnership satisfy all four of the following conditions?				<b>Yes</b>	<b>No</b>
<b>a</b> The partnership's total receipts for the tax year were less than \$250,000.					
<b>b</b> The partnership's total assets at the end of the tax year were less than \$1 million.					
<b>c</b> Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.					
<b>d</b> The partnership is not filing and is not required to file Schedule M-3 .....					<b>X</b>
If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1.					
<b>5</b> Is this partnership a publicly traded partnership as defined in section 469(k)(2)?					<b>X</b>
<b>6</b> During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?					<b>X</b>
<b>7</b> Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?					<b>X</b>
<b>8</b> At any time during calendar year 2020, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country ▶					<b>X</b>
<b>9</b> At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions .....					<b>X</b>
<b>10a</b> Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.					<b>X</b>
<b>b</b> Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions .....					<b>X</b>

**Schedule B Other Information (continued)**

	Yes	No
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
11 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year)	<input type="checkbox"/>	
12 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
13 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions		
14 Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership		X
15 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return	0	
16a Did you make any payments in 2020 that would require you to file Form(s) 1099? See instructions	X	
b If "Yes," did you or will you file required Form(s) 1099?	X	
17 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return	0	
18 Enter the number of partners that are foreign governments under section 892	0	
19 During the partnership's tax year, did the partnership make any payments that would require it to file Form 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		X
20 Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938		X
21 Is the partnership a section 721(c) partnership, as defined in Regulations section 1.721(c)-1(b)(14)?		X
22 During the tax year, did the partnership pay or accrue any interest or royalty for which one or more partners are not allowed a deduction under section 267A? See instructions If "Yes," enter the total amount of the disallowed deductions		X
23 Did the partnership have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		X
24 Does the partnership satisfy one or more of the following? See instructions a The partnership owns a pass-through entity with current, or prior year carryover, excess business interest expense. b The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$26 million and the partnership has business interest. c The partnership is a tax shelter (see instructions) and the partnership has business interest expense. If "Yes" to any, complete and attach Form 8990.		X
25 Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions. If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3 If "No," complete Designation of Partnership Representative below.		X

**Designation of Partnership Representative (see instructions)**

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR **JEFFREY LING**

U.S. address of PR **1400 VILLAGE SQUARE BLVD. 3-515 TALLAHASSEE FL 32312-1250** U.S. phone number of PR **850-383-0111**

If the PR is an entity, name of the designated individual for the PR

U.S. address of designated individual U.S. phone number of designated individual

26 Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund? If "Yes," enter the amount from Form 8996, line 16		X
27 Enter the number of foreign partners subject to section 864(c)(8) as a result of transferring all or a portion of an interest in the partnership or of receiving a distribution from the partnership		
28 At any time during the tax year, were there any transfers between the partnership and its partners subject to the disclosure requirements of Regulations section 1.707-8?		X
29 Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties constituting a trade or business of your partnership, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the partners held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions.		
Percentage:	By Vote	By Value
		X



Schedule K Partners' Distributive Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1 975,344
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income	3a
	b Expenses from other rental activities (attach statement)	3b
	c Other net rental income (loss). Subtract line 3b from line 3a	3c
	4 Guaranteed payments: a Services 4a 230,070 b Capital 4b	4c 230,070
	c Total. Add lines 4a and 4b	4c
	5 Interest income	5 5
	6 Dividends and dividend equivalents: a Ordinary dividends	6a
	b Qualified dividends 6b c Dividend equivalents 6c	6c
	7 Royalties	7
8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	
b Collectibles (28%) gain (loss)	9b	
c Unrecaptured section 1250 gain (attach statement)	9c	
10 Net section 1231 gain (loss) (attach Form 4797)	10	
11 Other income (loss) (see instructions) Type ▶	11	
Deductions	12 Section 179 deduction (attach Form 4562)	12
	13a Contributions SEE STATEMENT 2	13a 50
	b Investment interest expense	13b
	c Section 59(e)(2) expenditures:(1) Type ▶ (2) Amount ▶	13c(2)
d Other deductions (see instructions) Type ▶ SEE STATEMENT 3	13d 10,833	
Self-Employment	14a Net earnings (loss) from self-employment	14a 1,205,414
	b Gross farming or fishing income	14b
	c Gross nonfarm income	14c 2,188,330
Credits	15a Low-income housing credit (section 42(j)(5))	15a
	b Low-income housing credit (other)	15b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c
	d Other rental real estate credits (see instructions) Type ▶	15d
	e Other rental credits (see instructions) Type ▶	15e
	f Other credits (see instructions) Type ▶	15f
Foreign Transactions	16a Name of country or U.S. possession ▶	
	b Gross income from all sources	16b
	c Gross income sourced at partner level	16c
	Foreign gross income sourced at partnership level	
	d Reserved for future use ▶ e Foreign branch category ▶	16e
	f Passive category ▶ g General category ▶ h Other (att. statement) ▶	16h
	Deductions allocated and apportioned at partner level	
	i Interest expense ▶ j Other ▶	16i
	Deductions allocated and apportioned at partnership level to foreign source income	
	k Reserved for future use ▶ l Foreign branch category ▶	16l
	m Passive category ▶ n General category ▶ o Other ▶	16o
p Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16p	
q Reduction in taxes available for credit (attach statement)	16q	
r Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a -68
	b Adjusted gain or loss	17b
	c Depletion (other than oil and gas)	17c
	d Oil, gas, and geothermal properties - gross income	17d
	e Oil, gas, and geothermal properties - deductions	17e
	f Other AMT items (attach statement)	17f
Other Information	18a Tax-exempt interest income	18a
	b Other tax-exempt income	18b
	c Nondeductible expenses SEE STATEMENT 4	18c 7,114
	19a Distributions of cash and marketable securities	19a 532,607
	b Distributions of other property	19b
	20a Investment income	20a 5
b Investment expenses	20b	
c Other items and amounts (attach statement) SEE STATEMENT 5		

**Analysis of Net Income (Loss)**

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16p	1	<b>1,194,536</b>
2	Analysis by partner type:		
	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)
	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a	General partners		
b	Limited partners	<b>1,194,536</b>	

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		<b>405,205</b>		<b>998,422</b>
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach statement)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach statement)				
9a	Buildings and other depreciable assets	<b>89,806</b>		<b>89,806</b>	
b	Less accumulated depreciation	<b>89,806</b>	<b>0</b>	<b>89,806</b>	<b>0</b>
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)				
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach statement) <b>SEE SIMT 6</b>		<b>4,041</b>		<b>4,041</b>
14	Total assets		<b>409,246</b>		<b>1,002,463</b>
<b>Liabilities and Capital</b>					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year				<b>174,750</b>
17	Other current liabilities (attach statement) <b>SEE SIMT 7</b>		<b>17,111</b>		<b>0</b>
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more				
20	Other liabilities (attach statement)				
21	Partners' capital accounts		<b>392,135</b>		<b>827,713</b>
22	Total liabilities and capital		<b>409,246</b>		<b>1,002,463</b>

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return**

Note: The partnership may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	<b>968,185</b>	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Guaranteed payments (other than health insurance)	<b>230,070</b>	7	Deductions included on Schedule K, lines 1 through 13d, and 16p, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16p (itemize):		a	Depreciation \$	
a	Depreciation \$			<b>SEE STATEMENT 9</b>	
b	Travel and entertainment \$ <b>6,254</b>			<b>10,833</b>	<b>10,833</b>
	<b>SEE STATEMENT 8</b>		8	Add lines 6 and 7	<b>10,833</b>
	<b>860</b>	<b>7,114</b>	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	<b>1,194,536</b>
5	Add lines 1 through 4	<b>1,205,369</b>			

**Schedule M-2 Analysis of Partners' Capital Accounts**

1	Balance at beginning of year	<b>392,135</b>	6	Distributions: a Cash	<b>532,607</b>
2	Capital contributed: a Cash		b	Property	
3	Net income (loss) per books	<b>968,185</b>	7	Other decreases (itemize):	
4	Other increases (itemize):		8	Add lines 6 and 7	<b>532,607</b>
5	Add lines 1 through 4	<b>1,360,320</b>	9	Balance at end of year. Subtract line 8 from line 5	<b>827,713</b>

Form **1125-A**

**Cost of Goods Sold**

OMB No. 1545-0123

(Rev. November 2018)  
Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, or 1065.  
▶ Go to [www.irs.gov/Form1125A](http://www.irs.gov/Form1125A) for the latest information.

Name  
**EVERGREEN SOLUTIONS, LLC**

Employer identification number  
**20-1833438**

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	260,569
6	Total. Add lines 1 through 5	6	260,569
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	8	260,569

9a Check all methods used for valuing closing inventory:

- (i)  Cost
- (ii)  Lower of cost or market
- (iii)  Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods ▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO

9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions  Yes  No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation  Yes  No

For Paperwork Reduction Act Notice, see instructions.

Form **1125-A** (Rev. 11-2018)

**PARTNER# 1**

651119

OMB No. 1545-0123

**Schedule K-1  
(Form 1065)**

Department of the Treasury  
Internal Revenue Service

**2020**

Final K-1

Amended K-1

For calendar year 2020, or tax year  
beginning \_\_\_\_\_ ending \_\_\_\_\_

**Partner's Share of Income, Deductions, Credits, etc.** ▶ See separate instructions.

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4a	Guaranteed payments for services		
	<b>219,237</b>		
4b	Guaranteed payments for capital		
4c	Total guaranteed payments		
	<b>219,237</b>		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
6c	Dividend equivalents	17	Alternative minimum tax (AMT) items
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	18	Tax-exempt income and nondeductible expenses
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)		
11	Other income (loss)	19	Distributions
		<b>A</b>	<b>86,763</b>
12	Section 179 deduction	20	Other information
13	Other deductions		
14	Self-employment earnings (loss)		
<b>A</b>	<b>219,237</b>		

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
**20-1833438**

**B** Partnership's name, address, city, state, and ZIP code  
**EVERGREEN SOLUTIONS, LLC**  
**2878 REMINGTON GREEN CIRCLE**  
**TALLAHASSEE FL 32308**

**C** IRS Center where partnership filed return ▶  
**E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
**\*\*\*-\*\*-3148**

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
**LINDA A. RECIO**  
**1432 VIEUX CARRE DRIVE**  
**TALLAHASSEE FL 32308**

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
TIN \_\_\_\_\_  
Name \_\_\_\_\_

**H1** What type of entity is this partner? **INDIVIDUAL**

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

**J** Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	0.000000 %	0.000000 %
Loss	0.000000 %	0.000000 %
Capital	66.666670 %	66.666670 %

Check if decrease is due to sale or exchange of partnership interest

**K** Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	\$	\$
Qualified nonrecourse financing	\$	\$
Recourse	\$	\$

Check this box if Item K includes liability amounts from lower tier partnerships.

**L** Partner's Capital Account Analysis

Beginning capital account	\$	<b>226,031</b>
Capital contributed during the year	\$	
Current year net income (loss)	\$	
Other increase (decrease) (attach explanation)	\$	
Withdrawals & distributions	\$	<b>(86,763)</b>
Ending capital account	\$	<b>139,268</b>

**M** Did the partner contribute property with a built-in gain or loss?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)

Beginning	\$
Ending	\$

**21**  More than one activity for at-risk purposes\*  
**22**  More than one activity for passive activity purposes\*  
**\*See attached statement for additional information.**

For IRS Use Only



2014102 Evergreen Solutions, LLC  
20-1833438  
FYE: 12/31/2020

**Federal Statements**  
**JEFFREY LING**  
**\*\*\*-\*\*-5804**

5/6/2021 1:38 PM  
Page 1

**Schedule K-1, Line 18 - Tax-Exempt Income and Nondeductible Expenses**

<u>Code</u>	<u>Description</u>	<u>Amount</u>
C	MEMBER LIFE INSURANCE	\$ 860
C	NONDEDUCTIBLE MEALS	6,254

**PARTNER# 2**

Schedule <b>K-1</b>	<b>Partner's Section 199A Information Worksheet</b>	<b>2020</b>
For calendar year 2020 or tax year beginning _____, ending _____		

Partnership Name <b>EVERGREEN SOLUTIONS, LLC</b>	Employer Identification Number <b>20-1833438</b>
Partner's Name <b>JEFFREY LING</b>	Taxpayer Identification Number <b>***-**-5804</b>

**Schedule K-1, Box 20, Code Z - Section 199A Information**

	Activity Description	Pass-through Entity EIN	Aggr. Number	SSTB	PTP
Column A	<b>FORM 1065, PAGE 1</b>				
Column B					
Column C					
Column D					
Column E					

	Column A	Column B	Column C	Column D	Column E
<b>QBI or Qualified PTP items:</b>					
Ordinary business income (loss)	<b>975,344</b>				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalties					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
<b>W-2 wages</b>	<b>597,594</b>				
<b>Qualified property</b>	<b>55,293</b>				
<b>Other Information:</b>					
QBI alloc to co-op prmts received					
W-2 wages alloc to qualified prmts					
Section 199A(g) deduction					

**Section 199A REIT dividends**

**PARTNER# 2**

651119

OMB No. 1545-0123

**Schedule K-1  
(Form 1065)**

**2020**

Department of the Treasury  
Internal Revenue Service

For calendar year 2020, or tax year

beginning \_\_\_\_\_ ending \_\_\_\_\_

**Partner's Share of Income, Deductions, Credits, etc.**

▶ See separate instructions.

Final K-1

Amended K-1

**Part I Information About the Partnership**

**A** Partnership's employer identification number  
**20-1833438**

**B** Partnership's name, address, city, state, and ZIP code  
**EVERGREEN SOLUTIONS, LLC**  
**2878 REMINGTON GREEN CIRCLE**  
**TALLAHASSEE FL 32308**

**C** IRS Center where partnership filed return ▶  
**E-FILE**

**D**  Check if this is a publicly traded partnership (PTP)

**Part II Information About the Partner**

**E** Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)  
**\*\*\*-\*\*-5804**

**F** Name, address, city, state, and ZIP code for partner entered in E. See instructions.  
**JEFFREY LING**  
**1400 VILLAGE SQUARE BLVD. 3-515**  
**TALLAHASSEE FL 32312-1250**

**G**  General partner or LLC member-manager  Limited partner or other LLC member

**H1**  Domestic partner  Foreign partner

**H2**  If the partner is a disregarded entity (DE), enter the partner's:  
TIN \_\_\_\_\_  
Name \_\_\_\_\_

**H1** What type of entity is this partner? **INDIVIDUAL**

**I2** If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

**J** Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	100.000000 %	100.000000 %
Loss	100.000000 %	100.000000 %
Capital	33.333330 %	33.333330 %

Check if decrease is due to sale or exchange of partnership interest

**K** Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	\$	\$
Qualified nonrecourse financing	\$	\$
Recourse	\$	\$

Check this box if item K includes liability amounts from lower tier partnerships.

**L** Partner's Capital Account Analysis

Beginning capital account	\$	166,104
Capital contributed during the year	\$	
Current year net income (loss)	\$	968,185
Other increase (decrease) (attach explanation)	\$	
Withdrawals & distributions	\$	(445,844)
Ending capital account	\$	688,445

**M** Did the partner contribute property with a built-in gain or loss?  
 Yes  No If "Yes," attach statement. See instructions.

**N** Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)  
Beginning \$ \_\_\_\_\_  
Ending \$ \_\_\_\_\_

**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	15	Credits
	<b>975,344</b>		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4a	Guaranteed payments for services		
	<b>10,833</b>		
4b	Guaranteed payments for capital		
4c	Total guaranteed payments		
	<b>10,833</b>		
5	Interest income		
	<b>5</b>		
6a	Ordinary dividends		
6b	Qualified dividends		
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)		
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)		
11	Other income (loss)		
		17	Alternative minimum tax (AMT) items
		<b>A</b>	<b>-68</b>
		18	Tax-exempt income and nondeductible expenses
		<b>C*</b>	<b>STMT</b>
		19	Distributions
		<b>A</b>	<b>445,844</b>
		20	Other information
		<b>A</b>	<b>5</b>
		13	Other deductions
		<b>A</b>	<b>50</b>
		<b>Z*</b>	<b>STMT</b>
		<b>R</b>	<b>10,833</b>
		14	Self-employment earnings (loss)
		<b>A</b>	<b>986,177</b>
		<b>C</b>	<b>2,188,330</b>
21	More than one activity for at-risk purposes*		
22	More than one activity for passive activity purposes*		
*See attached statement for additional information.			

For IRS Use Only

**SCHEDULE B-1  
(Form 1065)**

(Rev. August 2019)

Department of the Treasury  
Internal Revenue Service

**Information on Partners Owning 50% or  
More of the Partnership**

▶ Attach to Form 1065.

▶ Go to [www.irs.gov/Form1065](http://www.irs.gov/Form1065) for the latest information.

OMB No. 1545-0123

Name of partnership

**EVERGREEN SOLUTIONS, LLC**

Employer identification number (EIN)

**20-1833438**

**Part I** **Entities Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 2a (Question 3a for 2009 through 2017))

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

**Part II** **Individuals or Estates Owning 50% or More of the Partnership** (Form 1065, Schedule B, Question 2b (Question 3b for 2009 through 2017))

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
<b>LINDA A. RECIO</b>	<b>***-**-3148</b>	<b>UNITED STATES</b>	<b>66.666670</b>
<b>JEFFREY LING</b>	<b>***-**-5804</b>	<b>UNITED STATES</b>	<b>100.000000</b>

For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (Rev. 8-2019)



<b>Schedule K</b>	<b>Section 199A Information Worksheet</b>	<b>2020</b>
For calendar year 2020 or tax year beginning . ending		

Partnership Name <b>EVERGREEN SOLUTIONS, LLC</b>	Employer Identification Number <b>20-1833438</b>
---	---

	Activity Description	Pass-through Entity EIN	Aggr. Number	SSTB	PTP
Column A	<b>FORM 1065, PAGE 1</b>				
Column B					
Column C					
Column D					
Column E					

	Column A	Column B	Column C	Column D	Column E
<b>QBI or Qualified PTP items:</b>					
Ordinary business income (loss)	<b>975,344</b>				
Net rental real estate income (loss)					
Other net rental income (loss)					
Royalties					
Section 1231 gain (loss)					
Other income (loss)					
Section 179 deduction					
Other deductions					
<b>W-2 wages</b>	<b>597,594</b>				
<b>Qualified property</b>	<b>55,293</b>				
<b>Other Information:</b>					
QBI alloc to co-op pmts received					
W-2 wages alloc to qualified pmts					
Section 199A(g) deduction					

**Section 199A REIT dividends**

**Statement 1 - Form 1065, Page 1, Line 20 - Other Deductions**

<u>Description</u>	<u>Amount</u>
BANK SERVICE CHARGES	\$ 25
CLEANING / JANITORIAL	4,386
DUES & SUBSCRIPTIONS	2,173
ADVERTISING AND MARKETING	45,648
OFFICE SUPPLIES AND EXPENSE	11,886
PRINTING & PRODUCTION	470
PROFESSIONAL DEVELOPMENT	2,275
PROFESSIONAL FEES - ACCTG	7,000
SUBCONTRACTING EXPENSE	2,650
TECHNOLOGY	29,614
TELEPHONE & FAX	19,083
UTILITIES	9,975
POSTAGE & DELIVERY	265
PRC: DATA PURCHASE	11,271
BOOKKEEPING	12,463
BUSINESS LICENSE & FEES	75
COPYING	6,023
MISCELLANEOUS	328
PROFESSIONAL FEES - LEGAL	1,440
INSURANCE-GENERAL LIABILITY	3,189
INSURANCE-WORKERS COMPENSATIO	4,891
INSURANCE-PROFESSIONAL LIABIL	7,638
PROFESSIONAL FEES - OTHER	1,292
PAYROLL SERVICE FEES	267
TRAVEL	6,525
MEALS (50%)	6,254
TOTAL	\$ <u>197,106</u>

**Federal Statements**

**Statement 2 - Form 1065, Schedule K, Line 13a - Contributions**

Description	100%	60%	50%	30%	20%	Total
CHARITABLE CONTRIBUTIONS	\$ 50	\$ 50	\$ 50	\$ 0	\$ 0	\$ 50
TOTAL	\$ 0	\$ 50	\$ 0	\$ 0	\$ 0	\$ 50

**Statement 3 - Form 1065, Schedule K, Line 13d - Other Deductions**

Description	Amount
PENSIONS AND IRA'S	\$ 10,833
TOTAL	\$ 10,833

**Statement 4 - Form 1065, Schedule K, Line 18c - Nondeductible Expenses**

Description	Amount
NONDEDUCTIBLE MEALS	\$ 6,254
MEMBER LIFE INSURANCE	860
TOTAL	\$ 7,114

**Statement 5 - Form 1065, Schedule K, Line 20c - Other Items and Amounts**

Description	Amount
SEE ATTACHED SECTION 199A INFORMATION WORKSHEET	\$

**Statement 6 - Form 1065, Schedule L, Line 13 - Other Assets**

Description	Beginning of Year	End of Year
DEPOSITS	\$ 4,041	\$ 4,041
TOTAL	\$ 4,041	\$ 4,041

**Statement 7 - Form 1065, Schedule L, Line 17 - Other Current Liabilities**

Description	Beginning of Year	End of Year
PAYROLL LIABILITIES	\$ 17,111	\$ 0
TOTAL	\$ 17,111	\$ 0

**Statement 8 - Form 1065, Schedule M-1, Line 4 - Expenses Recorded on Books, Not on Sch K**

Description	Amount
MEMBER LIFE INSURANCE	\$ 860
TOTAL	\$ 860

**Statement 9 - Form 1065, Schedule M-1, Line 7 - Deductions Included on Sch K, Not on Books**

<u>Description</u>	<u>Amount</u>
PENSIONS AND IRAS CONSIDERED GUARANTEED PAYMENTS	\$ 10,833
TOTAL	\$ 10,833

**Statement 10 - Form 1125-A, Line 5 - Other Costs**

<u>Description</u>	<u>Amount</u>
OUTSIDE CONSULTANTS	\$ 195,516
PROJECT TRAVEL	60,680
SOFTWARE COSTS	4,373
TOTAL	<u>\$ 260,569</u>

Year Ending: December 31, 2020

20-1833438

Evergreen Solutions, LLC  
2878 Remington Green Circle  
Tallahassee, FL 32308

**Section 1.263(a)-1(f) De Minimis Safe Harbor Election**

Under Regulation 1.263(a)-1(f), the taxpayer hereby elects to apply the de minimis safe harbor election to all qualifying property placed in service during the tax year.

---

*Section 4.0*  
*Operational Information*





---

---

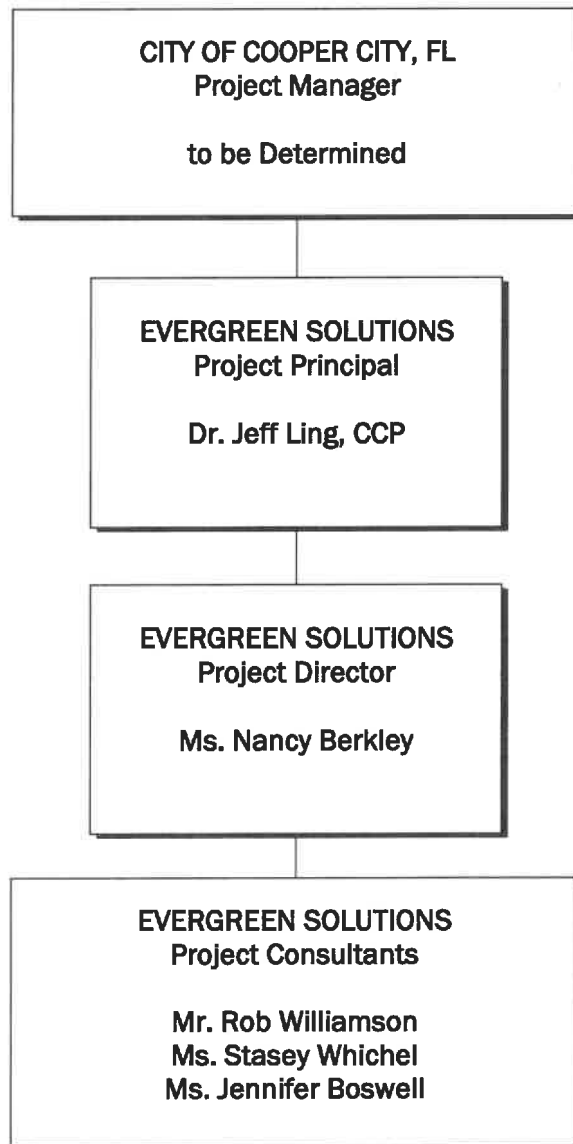
## 4.0 Operational Information

In this section we provide the qualifications of our proposed project team through summary resumes. Detailed resumes are available upon request. **Note:** Evergreen will not be utilizing any subcontractors for this study.

### 4.1 Proposed Project Team

Exhibit 4-1  
Proposed Project  
Management  
Organization and  
Personnel  
Assignments

Exhibit 4-1 reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Classification and Compensation Study so that there will be no confusion as to who is responsible for any aspect of this engagement with the City of Cooper City.



---

**City of Cooper City Project Manager.** With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The City's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

**Evergreen Solutions' Project Principal.** Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

**Evergreen Solutions' Project Director.** Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the City. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants, and will ensure that deliverables are met within specified timelines.

**Evergreen Solutions' Project Consultants.** Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will review pay plans, conduct orientation sessions and focus groups, administer the Job Assessment Tool (JAT) and Management Issues Tool (MIT), collect the data for the salary and benefits survey, review and revise job descriptions, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Classification and Compensation Study for the City of Cooper City.

## 4.2 Key Personnel

**Project Principal  
Dr. Jeff Ling, CCP**

The following paragraphs provide summary resumes of each team member's qualifications and experience related to his/her role in this engagement.

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.



---

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with include:

- Compensation Philosophy and Classification/Classification– He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. **Note: He has served as Project Principal for more than 800 Classification and/or Compensation studies for public sector clients, including over 200 in the State of Florida.**
- Performance Evaluation – He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- Market Research – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- Policy Development – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.



---

**Project Director  
Ms. Nancy Berkley**

Ms. Nancy Berkley is the Vice President at Evergreen who has been with the firm more than nine years. She has over 30 years human resources experience demonstrating a thorough knowledge of multiple HR disciplines including, recruiting and staffing, workforce planning and retention, onboarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high-performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Ms. Berkley possesses expertise in the following HR areas:

- Designing and implementing a shared service, centralized virtual staffing organization, increasing efficiency of staffing function for hiring managers.
- Analyzing and responding to employee relation trends—positively influenced work environments reducing employee complaints by ~90 percent.
- Consulting with senior leaders and successfully leading project teams to develop new policies, programs and tools—including total revision and communication of a company's HR policies and practices to be in accordance with state and federal laws;
- Creating HR metrics reviews utilizing business goals and human resources information systems data—set improvement goals and developed action plans for unique business requirements.
- Conceptualizing and implementing complex workforce reduction plans—then redeployed ~50 percent of the affected employees.
- Representing companies in state and federal agency reviews, e.g. Office of Federal Contract Compliance Program (OFCCP) reviews—Equal Employment Opportunity Commission (EEOC) charges, workers compensation charges, and unemployment compensation claims.

Some of the public sector projects in the State of Florida that Ms. Berkley has directed or served on the Evergreen Team include: Classification and Compensation/Benefits Study for the City of Jacksonville Beach; a Salary Survey for the City of Dania Beach; a Classification, Compensation, and Benefits Study for the Town of Jupiter; a Classification and Compensation Study for Jackson County; a Classification and Compensation Study for the Town of Cutler Bay; a Comprehensive Compensation and Classification Study for the City of Panama City; a Comprehensive Compensation and Classification Study for the City of Panama City Beach; a Compensation



---

Plan Update for the City of Panama City Beach; a Classification and Compensation Study for the City of Destin; a Compensation and Classification Study for Alachua County; Job Audits for the City of Gainesville; a Pay and Classification Study for the City of Fort Walton Beach; a Compensation and Classification Study for the City of North Port; a Compensation Study for the Village of North Palm Beach; a Compensation Study for the City of Hollywood; a Compensation Study for Lake County; a Classification, Compensation, and Benefits Study for the Village of Pinecrest; a Pay and Classification Study for Martin County; a Performance Evaluation Study for Lake County; a Compensation and Classification Study for Highlands County; a Compensation Study for the City of Opa-Locka; Compensation and Classification Study Services for Monroe County; Compensation Consulting Services for the Town of Longboat Key; Collection and Analysis of Market Data for the Confidential Office Personnel Association; a Compensation and Classification Study for Miami Shores Village; a Classification and Compensation Study for the City of New Smyrna Beach; a Salary Plan Update for the Flagler County Sheriff's Office; a Classification and Compensation Study for Pasco County Sheriff's Office; a Compensation, Classification, and Benefits Study for the Volusia County Sheriff's Office; a Compensation and Benefits Study for Loxahatchee River District; a Pay and Classification Study for the Peace River Manasota Regional Water Supply District; a Classification and Compensation Study for the Englewood Water District; a Pay Plan, Classification and Compensation Study and Analysis for the Okaloosa Gas District; a Compensation Study for the Brevard County Property Appraiser's Office; a Compensation Study for the Saint Lucie County Property Appraiser's Office; a Salary Survey and Gender Analysis for the Town of Medley; a Classification and Compensation Study Analysis for Marion County; a Job Classification and Compensation Study for the City of Plantation; a Comprehensive Compensation and Benefits Study for the City of Marco Island; a Pay Plan Market Value Study for the Florida Board of Bar Examiners; a Compensation Study for The Florida Bar; an Executive Director Compensation and Benefits Study for The Florida Bar; a Performance Evaluation Review for The Florida Bar; Human Resources Consulting Services for the Orange County Library System; a Position and Compensation Study for the Florida Keys Aqueduct Authority; a Pay and Classification Study for the Florida Keys Aqueduct Authority; FLSA Audits and Salary Survey for the South Florida Water Management District; a Compensation Analysis for the Florida Telecommunications Relay, Inc.; a Classification and Compensation Study for the City of Sunny Isles Beach; a Classification and Compensation Study for the Pasco County Clerk and Comptroller; a Compensation Study for the City of Indian Harbour Beach; and a Job Classification and Compensation Study for the Utilities Commission, City of New Smyrna Beach.

**Project Consultant  
Mr. Rob Williamson**

Mr. Rob Williamson is a Project Manager with Evergreen. He brings more than 20 years of proven leadership experience serving both private and public sector clients. His diverse leadership includes time as a business owner, County Commissioner, CEO of a mid-sized water and wastewater treatment utility, Executive Director of a three-member regional water utility provider, and most recently, Manager of the Florida Association of Counties' 23-county insurance trust.

During his career, Mr. Williamson has served on boards of directors for more than two dozen public, private, civic and charitable organizations.



---

This includes time as Chairman of the Santa Rosa County Board of County Commissioners, RESTORE Council, Tourist Development Council, Florida/Alabama Transportation Planning Organization and as a member of the Florida Gulf Consortium, Florida Association of Counties Executive Board, Leadership Santa Rosa, and the Institute for County Government to name a few. He is also a member of the Florida Rural Water Association.

Mr. Williamson helps organizations create new strategic pathways to solve complex problems. His areas of focus include policy development, strategic planning, change management, government services, transportation planning, master planning, tourism, RESTORE Act implementation and leadership development.

Some of the recent projects that Mr. Williamson has directed or been involved with include: a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; a Compensation Study for the Marion County Property Appraiser, FL; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for Dare County, NC; and a Comprehensive Total Compensation Study for Cumberland County, PA.

Mr. Williamson has certifications from the Cambridge Leadership Institute and the Kenan-Flagler Business School Leadership Institute and possesses a Bachelor of Science Degree in Sociology from Florida State University.

**Project Consultant  
Ms. Stasey Whichel**

Ms. Stasey Whichel is a Project Manager with over 25 years of experience in government and education. As a former Deputy Director, she demonstrated experience in policy development, strategic planning, human resource management, budgeting, and risk evaluation.

Ms. Whichel acquired public sector experience in project management, conducted programmatic audits and reviews to ensure compliance with state and federal rules and regulations, developed programmatic operating procedures, drafted internal management policies, and identified areas for efficiencies and improvements. She has also conducted reviews of relevant state and federal legislation and drafted bill analysis and agency comments. She led a team through an organizational realignment to better fit contemporary management needs, leveraged outside funding sources, and trained staff members on state and federal programs. As a member of



---

agency leadership, she collaborated on HR policy reviews, conducted salary compensation studies, and developed recommendations for legislative budget issues. She also participated in the development of multi-faceted, long-term strategies designed to achieve agency and division goals, established metrics, and evaluated programmatic performance. She developed survey tools to measure employee satisfaction and identify staff needs and used findings to inform management decisions and created opportunities to improve staff morale. Her HR experience also includes the development of documents related to job advertisements, position descriptions, objective performance expectations, and performance reviews. She is experienced in applicant selection, on-boarding, identifying training requirements, and mentoring staff.

Ms. Whichel has consistently applied strategic thinking to all areas of operations and worked to integrate staffing, budgeting, policy, and programmatic needs into the development of agency goals and prioritization of work plans. With the rapid changes and challenges faced during the Covid-19 emergency response, she assisted with the development of personnel agreements, reassigned staff to telework status, and utilized technology to maintain communications and keep staff connected. Following a return-to-work status, she developed agency and division protocols for on-going telework procedures, evaluation processes, and changes to performance expectations and evaluations.

Ms. Whichel possesses expertise in the following areas: conducting organizational studies, evaluating risk, and reviewing operational procedures; providing guidance for change management; developing workflow and process design; identifying specific training needs; on-boarding new staff; conducting classification, compensation, and salary comparison studies; preparing employee surveys and valuations of employee satisfaction; working with leadership to develop or update agency policies, programs, and guidelines; developing Job descriptions and performance management tools; fostering employee communications; and administering contracts, accounting and auditing principles.

Recent public sector projects that Ms. Whichel has been involved with include: a Classification and Compensation Study for Hardee County, FL; a Compensation Study for Seminole County, FL; a Compensation Study for the City of North Port, FL; Examining Job Descriptions for new Jobs to update Pay Ranges for the Town of Lake Park, FL; a Compensation Study for the City of Bunnell, FL; a Classification and Compensation Study for the Town of Lake Park, FL; a Classification and Compensation Study for the City of Punta Gorda, FL; a Compensation Study for the City of Homestead, FL; a Classification and Compensation Study for the Barefoot Bay Recreation District, FL; a Compensation Study for the Solid Waste Authority of Palm Beach County, FL; a Compensation Study for the North Collier Fire Control and Rescue District, FL; a Classification and Compensation Study for the Monroe County Property Appraiser, FL; a Classification and Compensation Study for the City of Palm Bay, FL; a Classification and Compensation Study for Charlotte County, FL; a Salary Survey/Compensation Review for the Children's Trust of Miami Dade County, FL; a Compensation Study and Gender Analysis for the Town of



---

Medley, FL; a Classification and Compensation Study for the Early Learning Coalition of Pinellas County, FL; a Compensation Study for the City of Griffin, GA; a Classification and Compensation Study for Habersham County, GA; a Wage Study for Madison County, GA; a Classification and Compensation Study for the City of Northport, AL; a Compensation Study for Shelby County, AL; a Compensation Study for the Town of Ocean City, MD; a Classification and Compensation Study for Franklin County Public Schools, VA; a Compensation Study for Harrisonburg City Public Schools, VA; Comprehensive Classification and Compensation Plan for Dinwiddie County Public Schools, VA; an Updated Solution File for Danville Public Schools, VA; a Classification and Compensation Study for Isle of Wight County, VA; a Classification and Compensation Study for Goochland County, VA; a Classification and Compensation Study for the Town of Smithfield, VA; Compensation Strategy Review and Classification Study for the Town of Clayton, NC; a Compensation Study for Lincoln County Schools, NC; a Compensation and Benefits Study for the City of Rock Hill, SC; a Compensation Study for the City of Columbia, SC; a Comprehensive Compensation Study for Fayette County Public Schools, KY; Classification, Compensation, and Total Staff Rewards Consulting for the School District of Beloit, WI; an Operations Review/Efficiency Study for the City of Norwalk and Norwalk Public Schools, CT; a Compensation and Pay Classification Plan Study Raytown C-2 School District, MO; a Compensation Study for Kansas City Public Schools, MO; a Classification and Compensation Study for the Blaine County School District No. 61, ID; and a Classification and Compensation Study for the City of Boulder City, NV.

Ms. Whichel possesses a Bachelor of Science degree in Biology from The Florida State University.

**Project Consultant  
Ms. Jennifer Boswell**

Ms. Jennifer Boswell is a Senior Consultant with Evergreen Solutions. She has 15 years of experience in human resources and government and demonstrates a thorough working knowledge of human resource principles and practices. She possesses expertise in the areas of classification and compensation, organizational management, policy development, and strategic planning.

Ms. Boswell's public sector experience includes serving as the Human Resources Administrator for the Florida Commission on Offender Review and the Chief of State Workforce Design and Compensation Programs for the State of Florida, Department of Management Services. She has been a member of the National Compensation Association of State Governments and currently belongs to the National Society of Leadership and Success and the Society for Human Resource Management.

Some of the recent public sector projects that Ms. Boswell has recently been involved with include: a Pay Plan, Classification and Compensation Study and Analysis for the Okaloosa Gas District, FL; Human Resources Consultant Services to the Juvenile Welfare Board, FL; a Classification and Compensation Study for the Town of Cutler Bay, FL; a Classification and Compensation Study for the City of Sunny Isles Beach, FL; a Compensation





---

and Classification Study for the Town of Surfside, FL; a Comprehensive Compensation Review and Update of Classification/Pay System for Cobb County, GA; a Compensation Review and Update of Pay and Classification System for the City of Marietta/Board of Lights and Water, GA; a Compensation Plan Update for the City of Garden City, GA; a Total Compensation Study for the Brunswick-Glynn Joint Water and Sewer Commission, GA; a Classification and Compensation Study for the City of Sandy Springs, GA; a Classification and Compensation Study for the City of Daphne, AL; a Classification and Compensation Study for Shenandoah County, VA; a Job Classification and Compensation Study for the City of Milford, DE; a Position Analysis and Revision Project for Harnett County, NC; a Classification and Compensation Study for the City of Hendersonville, NC; a Wage and Compensation Analysis for the City of Isle of Palms, SC; Classification and Compensation Study Services for the City of Urbana, IL; a Classification and Compensation Study for Carbon County, PA; a Compensation and Classification Study for the City of Texas City, TX; a Compensation Plan Study for the City of South Padre Island, TX; and a Classification and Compensation Study and Analysis for San Patricio County, TX.



**Note:** A team of experienced analytical and clerical support staff will contribute to this study, as needed.



---

*Section 5.0*  
*Required Attachments*



---

## 5.0 *Required Attachments*

As required in the Request for Proposal (RFP), we have included in this section the following attachments from the RFP:

- Attachment A
- Attachment B – References
- Attachment C – Sworn Statement on Public Entity Crimes
- Attachment D – Americans with Disabilities Act Disability Nondiscrimination Statement
- Attachment E – Business Entity Affidavit
- Attachment F – N/A
- Attachment G – W-9 Form
- Attachment H – N/A
- Certificate of Insurance
- Attachment I – Ownership Disclosure Affidavit
- Attachment J – Drug Free Workplace Certificate
- Attachment K – Employee Background Verification Affidavit
- Attachment L – Scrutinized Companies Affidavit
- Attachment M – Non-Conflict of Interest Statement
- Attachment N – E-Verify Form



**ATTACHMENT A**  
*(Page 3 of 5)*

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, May 19, 2022 at 5:00 PM EST.**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

✓	Proposal Form
✓	Reference Form
✓	Public Entity Crimes (PEC) Form
✓	ADA Affidavit
✓	Business Entity Affidavit
✓	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
✓	W-9, Request for Taxpayer Identification Number
✓	Proof of Workers Compensation Insurance or Exemption
✓	Proof of Liability Insurance
✓	Ownership Disclosure Affidavit
✓	Drug-Free Workplace Certificate
✓	Employee Background Verification Affidavit
✓	Scrutinized Companies Affidavit
✓	Non-Conflict of Interest Statement
✓	E-Verify Form

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?
- f. Please include resume/qualifications, a reference list of agencies for which you have provided similar services, and your general availability for completing the services over the next ninety (90) days. Please also include your general philosophy on classification/compensation plans, i.e., what your preferred components are of a classification/compensation plan, as well as sample policies and compensation/classification plans you have prepared for other clients.

**Summary of Consultant's Qualifications.**


- a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
- b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
- c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- d. Describe what municipal staff support you anticipate for the project.

**NOTE: It is the responsibility of each Consultant to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).**

Company Name: Evergreen Solutions, LLC

Consultant's Name: Dr. Jeff Lung

Consultant's Title: President

Consultant's Signature: 

Federal Tax I.D. No.: 20-1833438

Address: 2878 Remington Green Circle

City/State/Zip: Tallahassee, FL 32308

Phone: 850.383-0111 Fax: 850.383-1511

Email: jeff@consultevergreen.com Date: 5/23/22

**ATTACHMENT A**

(Page 4 of 5)

**Bidder's Contact Information**

Name of Company: Evergreen Solutions, LLC  
Address: 2878 Remington Green Circle  
Tallahassee, FL 32308  
Type of Business: LLC  
Company's Website: www.consultevergreen.com

Authorized Signatory Contact: Dr. Jeff Ling  
Title: President  
Tel: 850.383.0111 Mobile: 850.284.2731  
Email Address (Required): jeff@consultevergreen.com

Primary Contact: Same as above  
Title: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email Address (Required): \_\_\_\_\_

Additional Contact & Title: Kelly Tucker, VP of Marketing  
Tel: 850.383.0111 Mobile: \_\_\_\_\_  
Email Address (Required): kelly@consultevergreen.com

Remit to Address: 2878 Remington Green Cir., Talla, FL 32308  
Remit to Contact: Name: Jackie Barnes Tel: 850.383.0111  
Remit to Email: jackie@consultevergreen.com

**ATTACHMENT B  
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: City of North Miami Beach  
ADDRESS: 17011 NE 19<sup>th</sup> Ave., N. Miami Beach, FL 33162  
CONTACT NAME & TITLE: Francisco Rios, HR & Risk Mgmt Dir.  
TELEPHONE: 305.948.2918  
E-MAIL (REQUIRED): Francisco.Rios@citynmb.com  
CONTRACT PERIOD: FROM: 9/1/21 TO: \_\_\_\_\_

---

2. ENTITY/COMPANY NAME: City of Homestead  
ADDRESS: 100 Civic Ct, Homestead, FL 33030  
CONTACT NAME & TITLE: Vivian Manach, Dir. of HR  
TELEPHONE: 305.224.4465  
E-MAIL (REQUIRED): Vmanach@cityofhomestead.com  
CONTRACT PERIOD: FROM: 1/3/21 TO: Present  
(Nearing completion)

---

3. ENTITY/COMPANY NAME: City of Parkland  
ADDRESS: 6600 University Dr., Parkland, FL 33067  
CONTACT NAME & TITLE: Jackie Wehmeyer, HR Director  
TELEPHONE: 954.757.4134  
E-MAIL (REQUIRED): Jwehmeyer@cityofparkland.org  
CONTRACT PERIOD: FROM: 2/15/19 TO: 6/1/19

This page shall be completed IN FULL and submitted with your bid/proposal.

**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Dr. Jeff Lmg, President  
(print individual's name and title)

for: Evergreen Solutions, LLC  
(print name of entity submitting sworn statement)

whose business address is: 2078 Remington Green Cir., Tallahassee, FL 32308

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1833438

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,



**ATTACHMENT C**  
(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

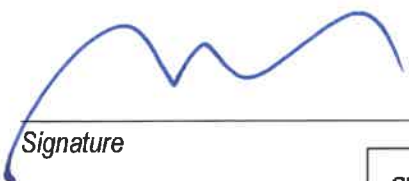
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.


This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
Signature

STATE:	<b>FLORIDA</b>
COUNTY:	<u>Leon</u>
Sworn to (or affirmed) and subscribed before me this <u>23<sup>rd</sup></u> day of <u>May</u> , 20 <u>22</u> , by: <u>Dr. Jeff Ling</u>	
	<i>Name of person making statement</i>
(NOTARY SEAL)	<u>Jacqueline Barnes</u> <i>Signature of Notary Public - State of Florida</i>
	<u>Jacqueline Barnes</u> <i>Name of Notary Typed</i>
Personally Known <input checked="" type="checkbox"/>	OR Produced Identification <input type="checkbox"/>
Type of Identification Produced	_____



**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Dr. Jeff Ling, President  
(print individual's name and title)

for: Evergreen Solutions, LLC  
(print name of entity submitting sworn statement)

whose business address is: 2878 Remington Green Cir, Tallahassee, FL 32308

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1833438  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

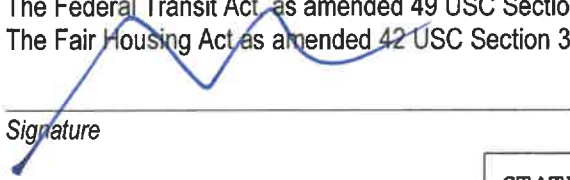
I, being duly first sworn state:  
That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature



STATE: **FLORIDA**  
COUNTY: Leon

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of May, 2022, by: Dr. Jeff Ling  
Name of person making statement

(NOTARY SEAL)  
Jacqueline Barnes  
Signature of Notary Public - State of Florida  
Name of Notary Type

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

Notary Public - State of Florida  
#GG 348438  
Bonded thru  
Public Underwriters  
EXPIRES  
OCTOBER 23, 2023

**ATTACHMENT E**

**BUSINESS ENTITY AFFIDAVIT**

I, Dr. Jeff Ling, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

20-1833438  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Evergreen Solutions, LLC  
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

2878 Remington Green Cir., Tallahassee, FL 32308  
Street Address City State

10/8/04  
State and Date of Incorporation:

[Signature]  
Signature of Affiant  
Dr. Jeff Ling, President  
Print Name

5/23/22  
Date

STATE: **FLORIDA**  
COUNTY: Leon

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of May, 2022, by: Dr. Jeff Ling  
Name of person making statement

(NOTARY SEAL) Jacqueline M. [Signature]  
Signature of Notary Public - State of Florida  
Jacqueline Barron  
Name of Notary Typed

Personally Known  OR Produced   
Type of Identification Produced \_\_\_\_\_

COMMISSION EXPIRES OCTOBER 23, 2023  
#GG 348438  
Notary Public Underwritten  
NOTARY PUBLIC, STATE OF FLORIDA

N/A

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- |     |       |   |         |
|-----|-------|---|---------|
| The | _____ | (a) Maintaining, defending, or settling any proceedings.  | list of |
|     | _____ | (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.   |         |
|     | _____ | (c) Maintaining bank accounts.  |         |
|     | _____ | (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.                                       |         |
|     | _____ | (e) Selling through independent contractors.  |         |
|     | _____ | (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders  |         |
|     | _____ | (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.   |         |
|     | _____ | (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.  |         |
|     | _____ | (i) Transacting business in interstate commerce.  |         |
|     | _____ | (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.  |         |
|     | _____ | (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.  |         |
|     | _____ | (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner. |         |
|     | _____ | (m) Owning, without more, real or personal property.  |         |

activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm in NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

**Attachment G**

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>
<p>1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank. <b>Evergreen Solutions, LLC</b></p>		
<p>2 Business name/disregarded entity name, if different from above</p>		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b></p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Other (see instructions) ▶</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p>	<p>4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)</p> <p>Exempt payee code (if any):</p> <p>Exemption from FATCA reporting code (if any):</p> <p>(Applies to accounts maintained outside the U.S.)</p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions. <b>2875 Remington Green Circle</b></p>	<p>Requester's name and address (optional)</p>	
<p>6 City, state, and ZIP code <b>Tallahassee, FL 32308</b></p>		
<p>7 List account number(s) here (optional)</p>		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

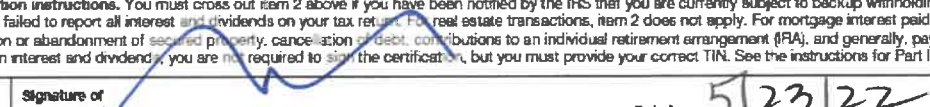
Social security number	
OR	Employer identification number
	<b>20-1833438</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividend, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>5/23/22</b>
-----------	---	-----------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property); Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Attachment H

**REQUEST FOR PROOF OF  
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

N/A

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you **MUST** provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faia.com](http://www.faia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).



**ATTACHMENT I  
 OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Dr. Jeff Ling	2878 Remington Green Cir, Tallahassee, FL 32308	100 %
		%
		%

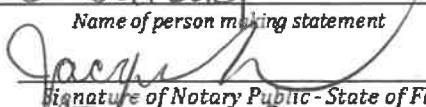
2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

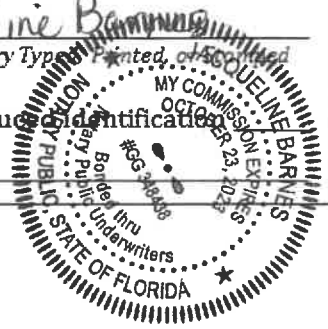
  
 \_\_\_\_\_  
 Signature of Affiant  
 Dr. Jeff Ling  
 \_\_\_\_\_  
 Print Name  
 5/23/22  
 \_\_\_\_\_  
 Date

STATE: **FLORIDA**  
 COUNTY: Leon

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of May, 2022, by: Dr. Jeff Ling  
Name of person making statement

  
 \_\_\_\_\_  
 Signature of Notary Public - State of Florida  
 (NOTARY SEAL)  
 Jacqueline Barrow  
 \_\_\_\_\_  
 Name of Notary Type and Printed, or Stamped

Personally Known  OR Produced Identification   
 Type of Identification Produced





ATTACHMENT J

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

Evergreen Solutions, LLC

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

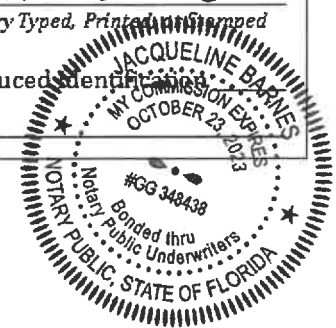
Dr. Jeff Ling

Print Name

5/23/22

Date

STATE:	<u>FLORIDA</u>
COUNTY:	<u>Leon</u>
Sworn to (or affirmed) and subscribed before me this <u>23<sup>rd</sup></u> day of <u>May</u> , 20 <u>22</u> , by: <u>Dr. Jeff Ling</u>	
Name of person making statement	
<u>Jacqueline Barnes</u>	
Signature of Notary Public - State of Florida	
(NOTARY SEAL) <u>Jacqueline Barnes</u>	
Name of Notary Typed, Printed or Stamped	
Personally Known <input checked="" type="checkbox"/>	OR Produced <input type="checkbox"/>
Type of Identification Produced	




**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, Dr. Jeff Ling of Evergreen Solutions, LLC, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

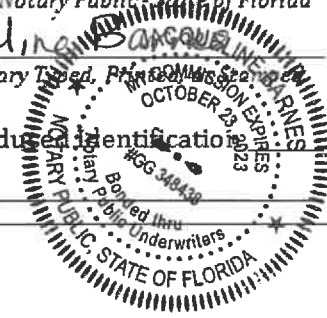
  
\_\_\_\_\_  
Signature of Affiant  
Dr. Jeff Ling  
\_\_\_\_\_  
Print Name  
5/27/22  
\_\_\_\_\_  
Date

STATE: FLORIDA  
COUNTY: Leon

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of May, 2022, by: Dr. Jeff Ling  
\_\_\_\_\_  
Name of person making statement

(NOTARY SEAL) Jacqueline Bar  
\_\_\_\_\_  
Signature of Notary Public, State of Florida  
Jacqueline Bar  
\_\_\_\_\_  
Name of Notary Public, State of Florida

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_



ATTACHMENT L

**Scrutinized Companies Affidavit**

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Dr. Jeff Ling, on behalf of, Evergreen Solutions, LLC  
Print Name and Title Company Name

certify that Evergreen Solutions, LLC does not:  
Company Name

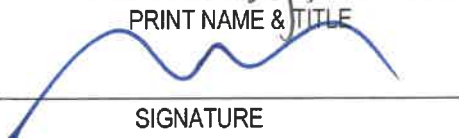
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

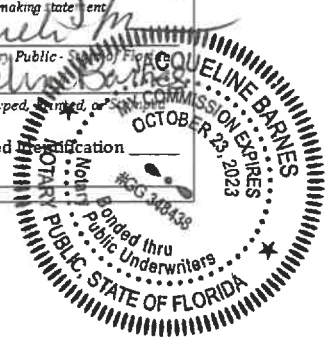
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Evergreen Solutions, LLC  
COMPANY NAME  
Dr. Jeff Ling, President  
PRINT NAME & TITLE  
  
SIGNATURE

STATE: FLORIDA  
COUNTY: Leon  
Sworn to (or affirmed) and subscribed before me this 23rd day of May, 2022 by: Dr. Jeff Ling  
Name of person making state ent.  
Jacqueline Barnes  
Signature of Notary Public - State of Florida  
[NOTARY SEAL] Name of Notary Typed, Printed, or Stamped  
Personally Known  OR Produced Identification  
Type of Identification Produced



**ATTACHMENT M**

**NON-CONFLICT OF INTEREST STATEMENT**

1. A. I am the President of Evergreen Solutions LLC with a  
[Insert Title] [Insert Company Name]
  - a. local office in Tallahassee, FL and principal office in Tallahassee, FL
2. The entity hereby submits a proposal/offer in response to **RFP 2022-2-HR, INSURANCE BROKERAGE SERVICES.**
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

Dr. Jeff Ling President  
Printed Name & Title of Affiant

STATE:	FLORIDA
COUNTY:	Leon
Sworn to (or affirmed) and subscribed before me this <u>20<sup>th</sup></u> day of <u>May</u> 20 <u>22</u> by: <u>Dr. Jeff Ling</u>	
Name of person making affidavit: <u>Dr. Jeff Ling</u>	
Signature of Affiant: <u>[Signature]</u>	
(NOTARY SEAL)	<u>Jacquelene Barrie</u> Name of Notary: <u>Jacquelene Barrie</u> Printed, or Typed
Personally Known <input checked="" type="checkbox"/>	OR <input type="checkbox"/> Produced Identification
Type of Identification Produced	<u>#GG 348438</u>

*Notary Public Under Seal of the State of Florida*

**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

**TO BE RETURNED WITH PROPOSAL**

Project Name:

Classification and Compensation Study

Project No.:

RFP# 2022-4-HR

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

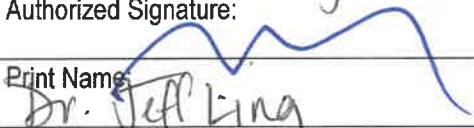
- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

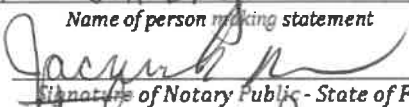
**ATTACHMENT N**  
 (Page 2 of 2)

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Evergreen Solutions, LLC
Authorized Signature:	
Print Name:	Dr. Jeff Ling
Title:	President
Date:	5/27/22
Phone:	(850) 383-0111


STATE: **FLORIDA**  
 COUNTY: Leon

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of May, 2022 by: Dr. Jeff Ling  
Name of person making statement

  
Signature of Notary Public - State of Florida

(NOTARY SEAL) Jacqueline Barnes  
Name of Notary Public - State of Florida

Personally Known  OR Produced Identification   
 Type of Identification Produced \_\_\_\_\_





A Cost Proposal to Conduct a  
Classification and Compensation Study for  
the City of Cooper City, FL  
RFP #2022-4-HR

ORIGINAL



Evergreen Solutions, LLC

May 26, 2022

---

---

# *Cost Proposal*

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Classification and Compensation Study for the City of Cooper City. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 2** of our proposal is **\$38,000**. We have provided a breakdown of our cost by the various tasks required in the RFP on the attached "**Cost Proposal Sheet**".

Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost is based on a blended hourly rate of \$150 per hour for all staff assigned to the study. Our cost includes two onsite visits to the City as most of the work can be performed virtually.

Our preferred payment schedule is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 25% - upon completion of Tasks 7 – 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Cooper City wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.





**ATTACHMENT A**  
 (Page 5 of 5)

**COST PROPOSAL SHEET  
 FOR  
 CLASSIFICATION AND COMPENSATION STUDY**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

**TOTAL COST PROPOSAL**      \$ 38,000

**TOTAL COST PROPOSAL IN WORDS**      Thirty eight thousand dollars

**Pricing**

COMPONENT	COST
Review existing classification/compensation structure and policies (i.e., method of determining individual salary ranges, calculating pay rates for promotions and demotions, methods for across-the-board pay increases and progression through pay ranges, etc.) to determine what policy revisions are necessary.  AND  Develop policy and assist with implementing changes to the existing classification/compensation structure and policies.  AND  Train in-house staff on sustaining the classification/compensation system recommended.	\$4,000  (Task 2 & 10 of our work plan)
Conduct a job audit of all positions, interviewing key personnel as necessary to determine the organizational structure and primary functions of each.  AND  Establish the relationships and comparable worth of each position in order to clarify what constitutes a promotion vs. demotion, etc.  AND	\$10,000  (Tasks 3 and 4 of our work plan)

<p>Review and make recommendations to existing FLSA exemption statuses, and any and all state and federal law that applies.</p> <p>AND</p> <p>Review existing job descriptions, <u>and</u> either</p> <p>Update job descriptions to ensure they are reflective of actual work performed and in compliance with EEOC, ADA, and FLSA</p> <p>or</p> <p>Provide consultation services for developing a system of updating all job descriptions using an improved and legally-compliant format.</p>	<p>\$6,000</p> <p>(Task 11 of our work plan)</p>
<p>Conduct a salary study and recommend salary ranges for all classifications (with recommendations for adjustments to actual salaries and how to handle employees whose current salaries are outside the recommended ranges).</p>	<p>\$12,000</p> <p>(Task 6 of our work plan)</p>
<p>Conduct a comprehensive classification and compensation study that includes, but not limited to, salary ranges with and without health and pension benefits, and that reflects the most current market changes in salary ranges.</p>	<p>\$4,000</p> <p>(Tasks 7, 8 and 9 of our work plan)</p>
<p>Conduct a comprehensive and comparable study with other Cities that reflect COLA and/or MERIT increases, and how it affects salary ranges, especially the maximum of salary ranges. (Identify Benchmarks)</p>	<p>\$2,000</p> <p>(Task 5 of our work plan)</p>
<p>Optional Services and/or Optional Fees:</p>	
<p>Complete Package Cost: Total Cost for all services above</p>	<p>\$38,000<sup>00</sup></p>

Submitted by: Dr. Jeff Ling  
 (Print)

Authorized Signature: \_\_\_\_\_  
 (Sign)

Title: President

Company Name: Evergreen Solutions

STATE: **FLORIDA**  
 COUNTY: Leon

Sworn to (or affirmed) and subscribed before me this 23<sup>rd</sup> day of May, 2022, by: Dr. Jeff Ling  
Name of person making statement

Jacqueline Barnes  
Signature of Notary Public - State of Florida

(NOTARY SEAL) Jacqueline Barnes  
Name of Notary Public - State of Florida

Personally Known  OR Produced Identification

Type of Identification Produced Notary Seal

NOTARY PUBLIC, STATE OF FLORIDA  
Bonded thru  
Notary Public Underwrites  
NOVEMBER 23, 2022  
EXPIRES  
CG 348438