



**State Term Contract 84111600-20-1  
For  
Financial and Performance Audits**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Evergreen Solutions, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Contractor's submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Contractor's submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

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**IV. Statement of Work.**

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO

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- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. *Consultant:* A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

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- Training Customer personnel through formal classroom courses, workshops, or seminars

4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

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statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
  - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
  - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
  - Assess business practices.
  - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
  - Assess duplication of effort by employees and identify work that serves little or no purpose.
  - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
  - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
  - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
  - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
  - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
  - Determine the extent to which a program achieves a desired level of program results.
  - Assess the effectiveness of the program and/or individual program components.
  - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
  - Assess compliance with laws and regulations applicable to the program

f) Request for Quote(s) Requirement.

*1. Customer SOW.* Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

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- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

**When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract.** Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

*2. Minimum Number of RFQs Sent by Customer.*

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

*4. RFQ Format.* The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent

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competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

<b>Contract Requirement</b>	<b>Description</b>	<b>Frequency</b>	<b>Daily Financial Consequences for Non-Performance</b>
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

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- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

[https://www.dms.myflorida.com/workforce\\_operations/human\\_resource\\_management/for\\_state\\_personnel\\_system\\_hr\\_practitioners/state\\_holidays](https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays)

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

*1. MFMP Transaction Fee Report.*

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"



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subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

*2. Contract Quarterly Sales Reports.*

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

*3. Diversity Report.*

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

*4. Ad-hoc Report.*

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

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- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

**V. Contract Management.**

**Department's Contract Manager:**

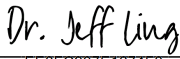
Christia Nunnery  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360.8X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8367  
Email: [Christia.Nunnery@dms.myflorida.com](mailto:Christia.Nunnery@dms.myflorida.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

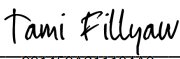
**EVERGREEN SOLUTIONS, LLC**

**STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES**

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**Dr. Jeff Ling**  
**President**

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**Jonathan R. Satter**  
**Secretary**

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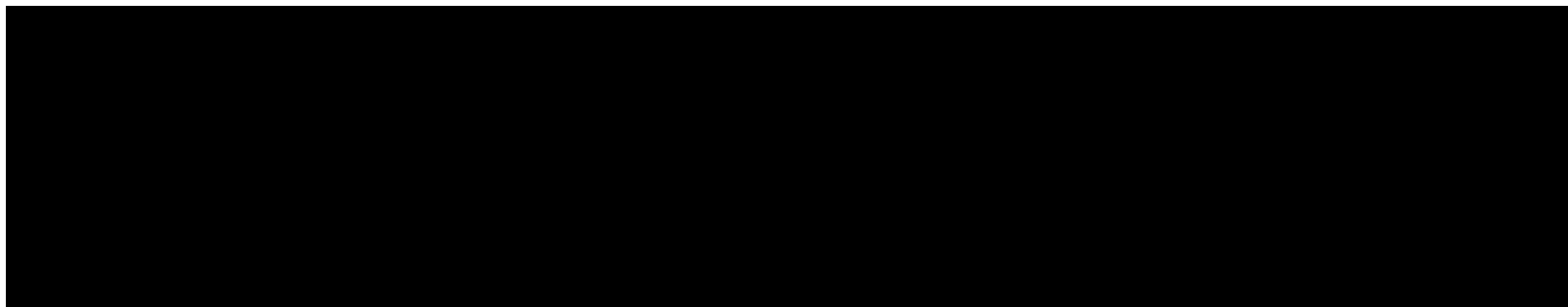
**Date:**

**Date:**

**Attachment A: Cost Proposal (Revised)**  
**Request For Proposals**  
**No. 06-80101500-J**  
**Management Consulting Services and Financial and Performance Audits**

<b>Respondent Name</b>	<b>Evegreen Solutions, LLC</b>
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<b>INSTRUCTIONS</b>
The Respondent may respond to one or both Service Categories. <b>The Respondent is not required to respond to both Service Categories.</b> However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. <b>The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.</b> The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05), but</u> cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.



<b>Service Category 2: Financial and Performance Audits</b>		
<b>JOB TITLE</b>	<b><u>INITIAL</u> TERM HOURLY RATE</b>	<b><u>RENEWAL</u> TERM HOURLY RATE</b>
Principal Consultant	\$175	\$180
Senior Consultant	\$150	\$155
Consultant	\$125	\$130
Junior Consultant	\$100	\$105
Program and Administrative Support	\$70	\$75

**Contract Attachment B**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;



AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C

# A Technical Proposal to Conduct Management Consulting Services and Financial and Performance Audits RFP # 06-80101500-J

**ORIGINAL**



Evergreen Solutions, LLC

June 9, 2020

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# Technical Proposal

Evergreen Solutions, LLC is well qualified to conduct Financial and Performance Audits (Category 2) due to our extensive experience in providing these services to public sector clients throughout the country, including Florida. In our technical proposal, we provide you with a profile of the company, the qualifications of our senior personnel, and a sample approach and detailed work plan for conducting a performance audit. **Note:** We used a performance audit approach for a local government as an example. A sample approach and work plan for a school district or other public sector organization for a performance audit is available upon request. **As required, we have limited our response to no more than 20 pages.**

## 1. Company Profile

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations across the nation. Evergreen Solutions is made up of a group of management and planning professionals who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen Solutions was formed in 2004 as an LLC in the State of Florida to provide a modern, practical alternative to the typical consulting options. Evergreen is certified as a W/MBE in many states, municipalities, and school districts throughout the country, including Florida.

We provide a unique approach, rather than the “consulting as usual” approach, by partnering with our clients to find innovative, real world solutions to public education management. Our main focus is on people, management, and technology.

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 has assisted many public sector organizations in achieving efficiency and effectiveness. We do that by applying a situation-responsive discipline that emphasizes: full visibility into the entire organization through research and discovery; a spirit of partnership with our public sector clients; sound recommendations based on best practices and proven methods; and a practical go-forward plan that leads to quantifiable results.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen Solutions has contracted with cities and counties, state agencies, school districts, institutions of higher education, and non-profit organizations. **Since the company’s inception, Evergreen has worked in 46 states and with almost 800 clients, 300 of which have been located in the State of Florida.**

**Exhibit 1** is a sample list of some of the public sector organizations Evergreen has worked in Florida in a variety of human resource and management capacities, including performance and financial audits.



## Exhibit 1

## Sample List of Florida Public Sector Clients

Department of Management Services	City of Hollywood	Pinellas County
Department of Children and Families	City of Maitland	Sarasota County
Dept. of Business & Professional Regulation	City of Bartow	Martin County
Department of Veterans' Affairs	City of Dunedin	Bay County
Department of Health	City of Parkland	Gulf County
Department of Education	City of North Port	Town of Orange Park
Department of Transportation	City of Ft. Myers	Town of Ponce Inlet
Office of State Court Administrator	City of St. Petersburg	Town of Palm Beach
Florida Sheriff's Association	City of Daytona Beach	Town of Davie
Florida Association of Counties	City of Orange City	WorkNet Pinellas
Florida League of Cities	City of Pensacola	Sarasota-Manatee Airport Authority
Florida Board of Bar Examiners	City of Plant City	Northwest FL Beaches International Airport
FL Assoc. of Court Clerks & Comptrollers	City of Plantation	Hillsborough Area Transit Authority
Institute of Certified Public Accountants	City of Sarasota	Toho Water Authority
Florida Prepaid Tuition	City of Sunny Isles Beach	Tampa Bay Water
Association for Institutional Research	City Melbourne	Health Care District of Palm Beach County
Confidential Office Personnel Association	City of Deltona	Keys Energy Services
Manatee County Sheriff's Office	City of Temple Terrace	Orlando-Orange County Expressway Authority
Okaloosa County Sheriff's Office	City of Kissimmee	Broward County Housing Authority
Martin County Sheriff's Office	City of High Springs	Pinellas County Housing Authority
Nassau County Sheriff's Office	City of Holly Hill	Manatee County Utility
Alachua County Sheriff's Office	City of Clermont	Manatee County Clerk's Office
Clay County Sheriff's Office	City of Orlando	Palm Beach County Clerk's Office
Marion County Sheriff's Office	City of Gainesville	Hillsborough Co. Clerk of Court & Comptroller
Collier County Sheriff's Office	City of Key West	Loxahatchee River District
Pasco County Sheriff's Office	City of Coral Springs	Southwest Florida Water Management District
Flagler County Sheriff's Office	City of Cocoa	St. Johns River Water Management District
Gadsden County Sheriff's Office	City of North Miami Beach	South Florida Water Management District
Bay County Sheriff's Office	City of Dania Beach	Florida Keys Aqueduct Authority
Walton County Sheriff's Office	City of Doral	Brevard County Property Appraiser's Office
Monroe County Sheriff's Office	City of Sunrise	Solid Waste Authority of Palm Beach County
City of Fort Walton Beach	Brevard County	Kissimmee Utilities Authority
City of Panama City	Manatee County	Utilities Commission of New Smyrna Beach
City of Destin	Sumter County	Miami Dade College
City of Jacksonville	Seminole County	Hillsborough Community College
City of Winter Park	Leon County	State College of FL – Sarasota-Manatee
City of Palm Beach Gardens	Gadsden County	Florida Virtual School
City of Bunnell	Monroe County	Lee County School District
City of Bushnell	Charlotte County	Martin County School District
City of Tallahassee	Osceola County	Monroe County School District
City of Ocala	Alachua County	Pinellas County Schools
City of Venice	Santa Rosa County	Hillsborough County Public Schools
City of St. Cloud	Palm Beach County	Orange County Public Schools
City of Lake City	Miami-Dade County	Miami-Dade County Public Schools
City of Cape Coral	Flagler County	Clay County School District





## 2. Select Relevant Experience

The following is our experience as it relates to Category 2: Financial and Performance Audits. We have indicated in the chart below (i.e., Appendix B of the RFP) which services we can provide under Category 2. For those projects in the State of Florida that we have listed as our experience below, some examine all service delivery within departments while others pertain to examining the performance of an individual department such as transportation or food service.

### APPENDIX B

#### Authorized Services Chart (Revised)

#### Category 2: Financial and Performance Audits

CHECK	SERVICE
	Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
	Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
	Internal Controls Audits
✓	Economy and Efficiency Audits
	Program Results and Program Fraud Audits

#### Performance Audit

##### Lee County School District, Florida

Evergreen Solutions was retained by the Office of Program Policy Analysis and Governmental Accountability (OPPAGA) in 2018 to conduct a Performance Audit of the Lee County School District in the areas related to construction of new schools, reconstruction and renovation of existing schools, acquisition of equipment, safety and security, and technology. The performance audit included an examination of issues related to the following: economy, efficiency, or effectiveness of the program; structure or design of the program to accomplish its goals and objectives; alternative methods of providing program services or products; goals, objectives, and performance measures used by the program to monitor and report program accomplishments; accuracy of public documents, reports, and requests prepared by the county or school district which relate to the program; and compliance of the program with appropriate policies, rules, and laws.



#### Performance Audit

##### Martin County School District, Florida

Evergreen Solutions was retained in 2018 by the Office of Program Policy Analysis and Governmental Accountability (OPPAGA) to conduct a Performance Audit of the Martin County School District in the areas related to security upgrades and enhancements at all schools, the replacement of Jensen Beach Elementary and Palm City Elementary, and the repair or renovation of district-owned school buildings. The performance audit included an examination of issues related to the following: economy, efficiency, or effectiveness of the program; structure or design of the program to accomplish its goals and objectives; alternative methods of providing program services or products; goals, objectives, and performance measures used by the program to monitor and report program accomplishments; accuracy of public documents, reports, and requests prepared by the county or school district which relate to the program; and compliance of the program with appropriate policies, rules, and laws.



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**Performance Audit  
Clay County School District, Florida**

Ressel and Associates, LLC in partnership with Evergreen Solutions conducted a Performance Audit of the Clay County School District issued by OPPAGA. The performance audit included a review of program areas related to the construction of new schools, reconstruction and renovation of existing schools, acquisition of equipment, including safety and security equipment, and technology. The performance audit was conducted in accordance with the requirements of Ch. 2018-118, Laws of Florida, found codified in s. 212.055(10), Florida Statutes, passed during the 2018 session of The Florida Legislature with findings and observations organized in the following chapters: Program Economy, Efficiency, and Effectiveness; Program Design and Structure; Alternative Delivery Methods; Goals, Objectives and Performance Measures; Reporting Accuracy and Adequacy; and Program Compliance.



**Organizational Review and Staffing Study  
Monroe County School District, Florida**

Evergreen Solutions conducted an Administration and Support Staffing Study of the Monroe County School District. Evergreen Solutions reviewed the areas of district organization and management, facilities, financial management, education service delivery, public relations, and human resources management.



**Efficiency Study of Transportation Services  
Orange County Public Schools, Florida**

Evergreen Solutions served as a subcontractor to the TransPar Group in a comprehensive study of the efficiency of transportation services in Orange County Public Schools (OCPS). Evergreen examined administrative functions, including budget, payroll, overtime, field trips and personnel issues. The study focused on organizational efficiency; data reporting; staffing and organization; vehicle maintenance; and various other aspects of the transportation system employed at OCPS. The overall goal was to increase operational efficiency in all areas possible in order to reduce costs in the transportation function of the school district.

Evergreen Solutions focused primarily on state-level, finance, and compliance matters. Specifically, the Evergreen Team determined which costs were out of line based upon rider counts, miles, buses, and Florida comparisons as well as established action items that addressed each inefficiency that was identified. Evergreen Solutions analyzed the current process for collecting transportation data in the school district and determined if the data were accurately compiled and reported to the Florida Department of Education.



**Food Serves Performance Review  
Okaloosa County School District, Florida**

Evergreen Solutions was contracted to assist in a comprehensive performance review of the food services operation of Okaloosa County School District. At the time of the study, the food services operation served nearly 30,000 students daily districtwide. Evergreen Solutions consultants were asked to review the areas of: organization and staffing; policies and procedures; facilities and equipment; and, student meal participation with the goal of improving the financial performance of the food services department.



## **Human Resources Performance Audit City of Cape Coral, Florida**

The Evergreen Solutions Team was hired by the City of Cape Coral to assist with an audit of the City's human resource function. The City Auditor worked closely with Evergreen Solutions consultants to create tools for data collection, set benchmarks for comparison, and determining recommendations for improving efficiency and effectiveness. The study resulted in recommendations in staffing, processes, operations, and overall performance.



## **Management and Organizational Review Health Care District of Palm Beach County, Florida**

The Health Care District of Palm Beach County (HCDPBC) retained Evergreen Solutions to review and make recommendations on how its organizational structure might be enhanced to better meet the needs of the organization and its customers. Specifically, the Evergreen Solutions Team was asked to answer two core questions: 1). What is the best structure for HCDPBC to use as it grows?; and 2). What responsibilities should a newly approved executive position be assigned?

Working with HCDPBC staff, the Evergreen Solutions Team reviewed the strengths and weaknesses of the current structure, interviewed the executive staff, conducted several internal surveys, and examined best practices in other health systems. Overall, the study revealed that the HCDPBC is struggling with "growing pains" typical for an organization that has undergone rapid change over a short period of time. The Evergreen Solutions Team made 10 specific recommendations to improve the District's structure and strengthen the organization.



**Evergreen has also conducted the following public sector studies outside of the State of Florida that relate to conducting a Performance Audit and/or Financial Review: While the title of the study may differ, the scope of work was the same as what is being requested by the Florida Department of Management Services in the Request for Proposals. A detailed description of these studies is available upon request.**

- Diagnostic Review - DeKalb County Public Schools, Georgia
- Organizational and Operational Audit - School District of Philadelphia, Pennsylvania
- Financial and Facilities Audit - Cleveland Metropolitan School District, Ohio
- Diagnostic Audit of District Operations - Dayton Public Schools, Ohio
- Efficiency Review of District Operations - Toledo Public Schools, Ohio
- Operational Function Optimization Study - Minneapolis Public Schools, Minnesota
- Management and Performance Audit of Multiple Operations - Los Angeles Unified School District, California
- Management and Curriculum Audit - Guam Public School System
- Yellow Book Performance Audit of the Administrative and Overhead Operations at the Ten Largest School Districts - Washington State Auditors Office
- Efficiency Study - Stafford County Public Schools, Virginia
- School Efficiency Review (Mecklenburg County School Division, Martinsville School Division, Covington County and Alleghany City Public Schools) - Virginia Department of Planning and Budget
- Study of Structure and Organization of the State Board of Education, State Superintendent of Instruction, and Department of Public Instruction, North Carolina General Assembly
- Performance Audit and Financial Review - Davie County, North Carolina
- Performance Audit and Financial Review - Lee County, North Carolina
- Operations Audit of the Burke County School System - Burke County Board of County Commissioners, North Carolina



- Finance and Facilities Audits of the Wayne County School System - Wayne County Board of County Commissioners, North Carolina
- Financial Audit of the Duplin County School System - Duplin County Board of County Commissioners, North Carolina
- Financial Audit of the Beaufort County School System - Beaufort County Board of County Commissioners, North Carolina
- Finance, Transportation, Food Service, and Human Resource Audit Alamance-Burlington School System, North Carolina
- Performance Audit of Nash-Rocky Mount Schools - Nash County Board of County Commissioners, North Carolina
- Feasibility Study for School System Improvements - Halifax County, North Carolina
- Organizational Effectiveness and Efficiency Audit - Richland Two School District, South Carolina
- Evaluation of Operations Department - Rock Hill Schools, South Carolina
- Reorganization of the Facility Department for Horry County Schools, South Carolina
- Operational Efficiency Audit - Hopatcong School District, New Jersey
- Operational Audit - Hamilton-Wenham Regional School District, Massachusetts
- School District Operations and Staffing Audit - Needham Public Schools, Massachusetts
- Organizational Effectiveness and Efficiency Audit - Manchester Public Schools, Connecticut
- School Performance Reviews - Oklahoma Office of Accountability
- Audit of Food Service Program - Guam Department of Education

### **3. Proposed Project Team**

The following bios describe each team member's experience (senior personnel only) as it relates to conducting performance audits and the like as well as their job title as identified in the RFP. Detailed resumes are included in the **Appendix**.

**Dr. Linda Recio (Principal Consultant)** - Dr. Linda Recio is President Emeritus of Evergreen Solutions. She has directed performance audits, financial reviews, and efficiency reviews for Evergreen Solutions in Florida, Texas, California, Washington, Oklahoma, North Carolina, South Carolina, Massachusetts, Connecticut, Virginia, Pennsylvania, Ohio, and several other states. She has over 30 years of experience working in the public sector and as a consultant. More recently, she directed a performance audit of the Lee County and Martin County School Districts on behalf of the Office of Program Policy Analysis and Governmental Accountability (OPPAGA). She also served on the consultant team for a Performance Audit of the Clay County School District in Florida. **She has more than 25 years of experience conducting performance audits.**

In the State of North Carolina, she directed performance/efficiency audits for the following local governments: Burke County, NC; Beaufort County, NC; Wayne County, NC; Lee County, NC; Davie County, NC; Yadkin County, NC; as well as the North Carolina General Assembly. She has also directed numerous efficiency studies for school districts throughout the country, including large school districts like the Los Angeles Unified School District; School District of Philadelphia; Toledo Public Schools, OH; Dayton Public Schools, OH; Minneapolis Public Schools, MN; Richland Two School District, SC; and the Ten Largest School Districts in Washington State as well as many others.

Early in her career, after serving as a middle school teacher, she worked as a consultant with the Florida Department of Education. While at the Department of Education, Dr. Recio was instrumental in developing the comprehensive audit criteria and data collection instruments utilized for conducting performance audits/reviews in Florida's 67 school districts. Following the development of the audit criteria, she served as team leader for audits that involved examining and evaluating procedures, records, and programs to determine compliance with federal, state, and local rules and regulations; providing assistance to the district administration in correcting deficiencies; adjusting staffing patterns; and assisting school districts in operating efficiently and effectively. She conducted audits in Florida's 67 school districts, including audits of Florida's large school districts of Miami-Dade, Broward, Duval, and Palm Beach County. More recently, she conducted Performance Audits for the Martin, Lee, and Clay County School Districts.



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Dr. Recio is also an experienced program administrator. With the Florida Department of Education, she administered several special statewide programs, including the Community and Business Involvement Program and the State Compensatory Education Program. Following a 14-year career with the Department of Education, she joined the Leon County School System as an Assistant Superintendent where she was responsible for the district's strategic plan, school board policies and administrative procedures, staff plan, interagency and legislative planning, grants administration, and program evaluation.

For 15 years Dr. Recio was in charge of efficiency and performance reviews, strategic planning, and marketing as a Senior Partner with MGT of America, a national consulting firm, where she oversaw many studies with scopes similar to that which is being asked by DMS.

Since joining Evergreen Solutions, LLC as its president in 2005, Dr. Recio has served over 100 education clients and more than 75 local governments.

Dr. Recio is the primary author of the Evergreen Solutions Procedures for Conducting Management and Performance Audits of School Districts and a similar document for county governments. In addition, she has developed school district performance review guidelines manuals for several states, including Florida.

**Dr. Jeff Ling – (Principal Consultant).** Dr. Ling is the President of Evergreen Solutions has been with the firm since its inception in 2004. He has more than 25 years consulting experience in the following areas: efficiency reviews; human resources management; performance improvement; process analysis; strategic planning, and organizational design. He has directed or served as the Project Consultant for more than 300 studies in the State of Florida. **He has more than 25 years of experience in conducting performance audits for public sector organizations.**

Dr. Ling has worked with a multitude of clients on hundreds of engagements across the nation including, work with state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry. He has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions. 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:

- **Performance and Efficiency Reviews/Audits.** He developed and employed the methodology for assessing the strategic alignment used by Evergreen Solutions for public sector organizations. He provided guidance as well as feedback regarding future growth, potential cost savings as it relates to the optimization of certain departments for a number of diverse organizations across the country. He has served on the Evergreen Team for several efficiency reviews in the State of North Carolina, including Davie and Lee County. In addition, he directed a management review for the City of Fountain in Colorado which included looking at the optimization of certain departmental functions.
- **Strategic Planning** – He led a number of research teams on engagements to create strategic visioning.
- **Human Resource Studies:** He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs.
- **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, public management, and political economy at various universities.





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**Ms. Betty Ressel, CPA - (Senior Consultant).** Ms. Ressel is a Managing Partner of Ressel and Associates, LLC, located in Austin, Texas, who has served on the Evergreen Team for more than eight years in performing performance audits and similar consulting work. **She has more than 25 years of experience in conducting performance audits.**

While with Evergreen, Ms. Ressel has: served as project manager for the legislatively mandated performance audits of the Lee County and Martin County Schools, Florida for the Office of Program Policy Analysis and Government Accountability (OPPAGA); led one of five teams conducting a three-year formative and summative evaluation of the Florida Race to the Top Grant; participated in an Organizational Effectiveness and Efficiency Audit for the Richland Two School District, SC; provided consulting services for the reorganization of the Facility Department for Horry County Schools, SC; participated in a Human Resources Department Review/Audit and an Administrative Salary Study for Akron Public Schools, OH; led the financial portion of an Organizational, Efficiency, and Effectiveness Study for Manchester Public Schools, CT; participated in a Feasibility Study for the consolidation of school systems within the County of Halifax, NC; conducted a survey of Standard Billing Rates for Construction Management Firms for the Los Angeles Unified School District, CA; participated in Performance Audits for Lee and Davie County and a Financial Review for Lee and Davie County Public Schools, NC; conducted Performance Audits of the Health Department for Yadkin County, NC; participated in reviewing District Operations for Toledo Public Schools, OH, and participated in an Efficiency Study of Stafford County Public Schools, VA.

Ms. Ressel also independently led a legislatively mandated performance audit for OPPAGA of the Clay County School District in Florida during which Dr. Linda Recio with Evergreen led the Organization and Management portion of that study and provided technical support in other areas.

In 2019, Ressel & Associates, under Ms. Ressel's direction, conducted a Financial and Asset and Risk Management Review of the Houston Independent School District, the nation's sixth largest school district. The review was conducted as part of a comprehensive Performance Review undertaken by the Texas Legislative Budget Board's School Performance Review. She is also working with the Texas Legislative Budget Board on a review of the Brownfield Independent School District, TX, focusing on all aspects of the Business Services Operation, including Finance, Payroll, Asset and Risk Management, and Human Resources. She led and served as prime contractor for a Student Activity Study in the Rock Hill School District III, SC.

Ms. Ressel has participated in and managed 105 efficiency, performance, and academic audits conducted by the Texas Comptroller's Office in school districts (100) and Higher Education Institutions (5), as well as reviews of state and local governmental agencies.

From 1993 to 2003, Ms. Ressel served as the Director of the Texas School Performance Review (TSPR). As one of her first acts in that position, she envisioned and implemented several unique components to the reviews, including documented audit protocols and follow-up progress visits. While the notion of operational reviews was not new at that time, there were no documented processes or standards for conducting such reviews.

In addition to directing audits/reviews, Ms. Ressel has personally gathered data for the audits in each of the functional areas, administered surveys, conducted interviews as well as small and large group facilitated sessions as part of the review process, formulated fully supported recommendations and commendations, and has written and edited entire reports.

**Ms. Nancy Berkley (Senior Consultant).** Ms. Berkley is the Vice-President of Evergreen Solutions and has over 30 years of Human Resources (HR) experience demonstrating a thorough knowledge of multiple disciplines including, performance audits, staffing reviews, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, voluntary and in-voluntary employee engagement and satisfaction surveys, organizational design, development and effectiveness, employee learning, training, and development, and awards and recognition programs. She consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She provided executive coaching and led an integrated approach for high performance teams across an organization. She led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes. Her experience spans directing HR in high-volume, transactional service organizations and consulting organizations. She possesses excellent conflict resolution, negotiation, and influencing skills. **She has**



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**directed over 200 studies with Evergreen Solutions over the past seven and a half years, including many in the State of Florida. She has over 20 years of experience in conducting performance audits in multiple organizations.**

Ms. Berkley possesses expertise in the following areas:

- Designing and implementing a shared service, virtual HR functional area across an organization to increasing efficiency and performance.
- Conceptualizing and implementing complex workforce reduction plans resulting in the redeployment of over 50 percent of the impacted employees.
- Analyzing and responding to employee relation trends to positively influence work environments and reducing employee complaints by over 90 percent.
- Successfully leading teams to develop new policies, programs and operational 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 HR data to set improvement goals and action plans for unique business requirements.

Ms. Berkley has a Bachelor's Degree in Psychology from Florida State University.

**Mr. Brad Brackins - (Junior Consultant).** Mr. Brackins is a Consultant with Evergreen who has been with the firm almost three years. His professional experience is in the collection and analysis of large organizational data sets. He is experienced in the collection of both qualitative and quantitative data. He has worked with more than 100 clients since coming to Evergreen, including the following in the State of Florida: Northwest Florida Beaches International Airport; Volusia County Sheriff's Office; Monroe County School District; Clay County School District; City of Alachua; Florida Keys Aqueduct Authority; City of Parkland; Town of Lake Park; Florida Virtual School; Lee County School District; Martin County School District; City of Holmes Beach; and the Southwest Florida Water Management District. **He has over three years of experience associated with conducting performance audits for public sector organizations.**

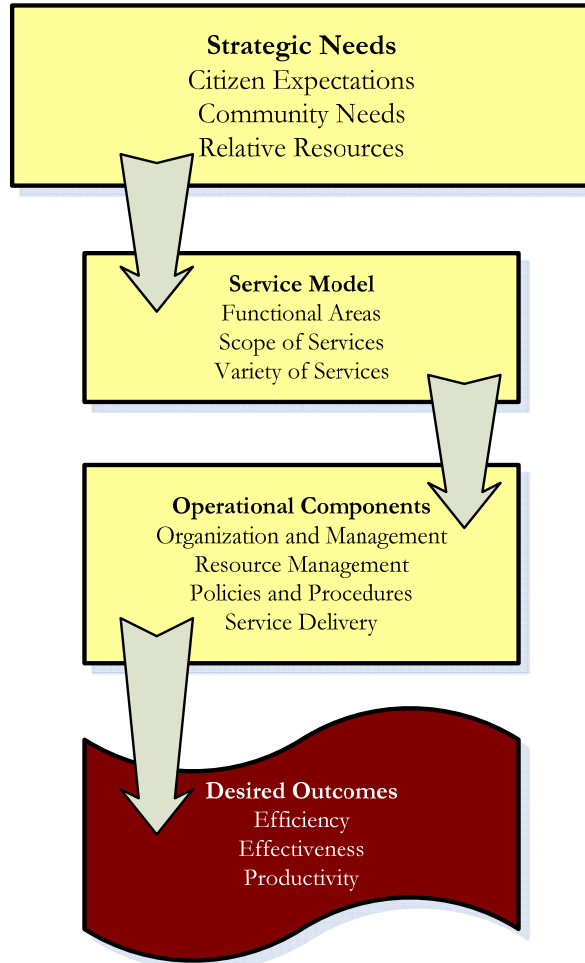
Mr. Brackins understands the dynamics and variations that exist in organizations and is uniquely qualified to provide specialized research and analysis. He is well versed with the management tools that exist to improve and establish operations in school districts, and has experience with using findings to implement change. He has a Master's Degree in Public Administration from Florida State University and Bachelor of Art's Degree in Business Administration from the University of Florida.

#### **4. Proposed Approach**

The following is a sample approach that Evergreen takes when conducting a performance audit for a public entity. Evergreen's methodology is organized into study areas to ensure that the goals for a typical performance audit are met. **Exhibit 2** provides a graphic illustration of Evergreen Solutions' conceptual model of how we determine optimal performance in an organization. This service model is a functional mix of core units that the organization uses to meet its strategic needs. The analysis includes the functional areas, the scope of services, and the variety of services that are provided by the organization.



## Exhibit 2: Evergreen’s Conceptual Model for an Audit/Analysis



Strategic needs should be the main driving force for any organization in examining its direction and alignment. Strategic needs include the expectations of citizens, the needs of the community, and the relative resources available to the city.

The operational components of each service are the factors that determine the success of the individual service provision. These are organization and management, resource management, policies and procedures, and service delivery. The operational components not only drive the service model—in best practice organizations they lead to the following desired outcomes:

- **Efficiency** – how well resources are being used in a process (input/output);
- **Effectiveness** – how well a process produces the desired outcome (meets citizen needs and expectations); and
- **Productivity** – how much is produced based on the capacity to produce (how much could be done in comparison to what is being done).

The specific objectives for this performance audit would be to develop findings, commendations, and recommendations for containing costs and improving management strategies in each department, ultimately leading to better and more efficient expenditures of City funds.

The foundation of Evergreen’s approach centers on the simple premise of aligning needs with resources in an optimal manner. Although this is one of the most obvious steps to creating a successful organization, it is one of the hardest to accomplish. Alignment by definition implies that communication, resources, processes, and organizational objectives come together in an efficient manner. When this does not occur, a “gap” is present.





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In order to assess the nature of the gap and find the optimal solution, some basic questions must be answered:

- What are the needs of the organization?
- How do those needs differ across units or groups?
- What level of service is necessary to meet those needs?
- What are the priorities of the needs?
- What resources are currently available to address the needs?
- What is the current performance of those resources?
- What are the causal factors contributing to any gaps between actual performance and performance goals?
- Are the resources the correct resources?
- What are the types of resources?
- Are more or less of a type of resource needed?
- Are the resources organized and managed in order to maximize performance?
- Are the processes appropriate for the resource distribution?
- How might the overall system of delivery be improved?
- What are the time and resource constraints to accomplishing performance optimization?
- What is the implementation plan?

In keeping with these questions, Evergreen Solutions has a methodology that includes steps for garnering and analyzing the information necessary to:

- define the needs of the organization;
- determine the performance necessary to meet the needs;
- assess the current level of performance for services;
- evaluate the resources (staffing, technology, etc.) employed to address the organization's needs;
- analyze processes and structures supporting the major business functions; and
- assess the gap between needs/standards and current performance.

In conducting a Performance Audit, the study must be designed to:

- assess the organizational effectiveness and operational performance levels of the organization;
- assist the organization in continuing accomplishments through a steadfast commitment to efficient and effective support operations;
- identify, initiate, and institutionalize best practices, which can be identified from other government or private industry providers of similar service or functions, throughout the organization;
- identify potential savings from implementing best practices;
- identify costs to identify and implement recommendations; and
- develop an implementation plan to realize quickly the maximum benefits.

The final phase of the study will be to present the findings and recommendations to executive management, elected officials, and other key stakeholders.

A draft report will be prepared that shows the findings and recommendations for review and comment. After making necessary corrections and edits to the draft report, a final report will be prepared. Once approved, key elements of the final report will be extracted and developed into a presentation that summarizes the project methodology, key project milestones, analytical findings, and recommendations.



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## 5. Detailed Work Plan

In this section, we provide our detailed work plan for completing a performance audit. Our work plan includes the major elements necessary to perform an analysis of the organization structure, span of control, line of authority, fiscal accountability, efficiency, service delivery and staffing levels of individual departments or functional areas. **Note: This work plan can be modified to meet the needs of any scope of work for a public sector organization.**

### Task 1.0: Initiate Project

#### TASK GOALS

- Develop an understanding of the organization and operations in the organization.
- Finalize project work plan, time lines, and deliverables that will lead to the successful accomplishment of all objectives of the performance audit.
- Identify and interview key stakeholders to assess the operations of departments.
- Prepare changes in the work plan, time lines or deliverables, as appropriate.

#### TASK ACTIVITIES

- 1.1 Finalize project design, contractual arrangements, and schedule on-site arrangements for the performance audit.
- 1.2 Meet on-site with executive management, elected officials, and other key stakeholders to establish lines of communication and develop an initial assessment of operations.
- 1.3 Identify communication channels, reporting relationships, and responsibilities of project staff.
- 1.4 Review scope of work. Confirm the project objectives, tasks, and time lines.
- 1.5 Review products to be delivered.
- 1.6 Finalize project design and contractual arrangements, and schedule on-site arrangements for the performance audit.
- 1.7 Revise original work plan and finalize the time lines for each project task with the Client Project Manager. Disseminate revised work plan.
- 1.8 Develop a communication plan to govern the sharing of information in all tasks for the study.

#### DELIVERABLES

- Identified communication channels and reporting relationships
- Clearly defined expectations for products to be delivered
- Confirmation of project objectives, tasks, and time lines
- Revised work plan

### Task 2.0: Collect Data

#### TASK GOALS

- Collect and review existing studies, reports, and other pertinent data.



- Identify strategic needs and service areas.
- Identify concerns and clarify duties and responsibilities within the organization.

## **TASK ACTIVITIES**

- 2.1 Meet with the Client Project Manager and determine available and/or previously collected resources.
- 2.2 Obtain and analyze reports and background materials pertinent to the performance audit, including:
  - strategic and department plans, mission, vision, goals, objectives and performance standards;
  - position descriptions;
  - organization charts and flow charts of work processes;
  - current and prior year's departmental budgets;
  - independent financial audits;
  - internal audit reports;
  - expenditure reports;
  - staffing data that reflects resource allocation and utilization;
  - administrative and financial policies, procedures, and practices;
  - personnel policies, procedures, and practices;
  - current workload and workload trend information;
  - service level reports including performance measures;
  - citizen feedback or assessments;
  - operating statistics; and
  - other relevant data that may impact the findings and conclusions of this performance audit.
- 2.3 Review organizational structure and staffing levels of the organization.
- 2.4 Review and summarize current services provided and staff workloads for all departments.
- 2.5 Develop initial written profiles of the organization to include:
  - demographics;
  - financial profile;
  - human resources profile;
  - purchasing profile;
  - technology profile; and
  - other profiles.

## **DELIVERABLES**

- Collection of existing data pertinent to this performance audit
- Summary of strategic needs and services areas
- Initial profiles of the organization

### **Task 3.0: Conduct Diagnostic Review of City Operations**

#### **TASK GOALS**

- Review current operations in the organization.
- Identify functional areas and major programs.



- Determine what is working well with organization’s current organizational structure and staffing levels, and determine the areas that may need improvement.

## TASK ACTIVITIES

- 3.1 Plan diagnostic visit to the organization. Conduct interviews with a diverse cross-section of administrators staff at all levels and functions of the organization.
  - Discuss who should be interviewed with the Client Project Manager.
  - Prepare interview guides to enable consistency and thoroughness of interviews.
  - Schedule and conduct interviews.
- 3.2 Conduct interviews with executive management, elected officials, and other key stakeholders.
  - Obtain information on the major strengths and weaknesses of the operations.
  - Obtain information on efficiency and effectiveness as well as management and performance improvements in the organization.
  - Summarize interviews with executive management, elected officials, and other key stakeholders.
- 3.3 Conduct focus groups with selected employees.
- 3.4 Work with the Client Project Manager and department officials to create a link on the website for the study that would allow stakeholders to provide opinions on operations in the organization.
- 3.5 Develop written profile for each service area that includes:
  - **Demand** – What is the level of demand per service area by internal and external customers?
  - **Structure** – What programs and organizational structure are in use and what other approaches have been utilized?
  - **Activities** – How is work organized at the process, task, and activity level?
  - **Resources** – What financial, human capital, culture, knowledge, technology, space, and other inputs are in use?
- 3.6 Prepare summary of diagnostic findings and share with the Evergreen Solutions Team.
- 3.7 Discuss the results with the Client Project Manager and other staff associated with the project to validate the results.

## DELIVERABLES

- Summary of interviews and focus groups with stakeholders
- List of possible areas of strength and areas needing improvement
- Active website link to allow public input

## **Task 4.0: Determine Operational Requirements, Compare to Peer Cities, and Conduct Best Practice Research**

### TASK GOALS

- Determine the major federal, state, and local requirements for each service, functional, and program area.



- Analyze the organization against comparison organizations.
- Identify best practices that can be applied to the organization.
- Research best practices by each service, functional, and program area.

## **TASK ACTIVITIES**

- 4.1 Discuss with the Client Project Manager the plan for reviewing the organization's operational requirements.
- 4.2 Conduct research on the major federal, state, and local requirements.
- 4.3 For the purpose of any comparative analysis, select a group of four to six organizations that possess similar demographic characteristics to the organization. Obtain approval of selected peer cities. Examine peer cities to determine points of comparison, best practices, and operational needs for the organization.
- 4.4 Assess the extent to which best practices could be applied to the organization.
- 4.5 Develop a list of possible improvements based on results of the best practices review.
- 4.6 Create a best practice matrix for reference in later phases.
- 4.7 Discuss the results with the Client Project Manager.

## **DELIVERABLES**

- Comparisons to peer organizations
- Best practice matrix

## **Task 5.0: Conduct In-Depth Review of the Organization**

### **TASK GOALS**

- Assess administrative operations of all organizational departments included in the performance audit, evaluating:
  - organization and management
  - resource management
  - policies and procedures
  - service delivery
- Obtain understanding of best practices for selected functions.
- Generate strategies to improve selected business processes.

### **TASK ACTIVITIES**

- 5.1 Using data collected in **Task 2.0** through **Task 4.0**, evaluate each Department's Organization and Management:
  - Leadership
  - Structure
  - Strategic Alignment
  - Management Accountability
- 5.2 Evaluate Resource Management:



- Human Capital
- Staff Development
- Use of Technology
- Operating Capital
- Space

5.3 Evaluate Policies and Procedures:

- Work Processes
- Administrative Rules and Regulations
- Risk Management and Mitigation

5.4 Evaluate the Service Delivery:

- Customer Service
- Stakeholder Communications
- External Public Relations
- Employee Motivation
- Employee Satisfaction

5.5 Prepare analysis of findings and issue areas.

**KEY PROJECT MILESTONE**

- Draft findings for each department

**Task 6.0: Conduct Gap Analysis and Make Recommendations**

**TASK GOALS**

- Conduct gap analysis.
- Determine preliminary recommendations.

**TASK ACTIVITIES**

6.1 Review findings from the previous task.

6.2 Create a matrix that identifies all gaps between the current and desired operations of the organization.

6.3 Conduct detailed efficiency and effectiveness analysis of the service, functional, and program areas. Include in the analysis the following elements:

- objectives, priorities, and programs of each department;
- current workload and workload trend information;
- services and service levels provided by each organizational unit;
- activity and task assignments;
- staffing level and needs;
- communications and workflow among the various departments;
- the maximization of efficiency of existing resources;
- operational cost per unit produced or outcome obtained; and
- major functions, program, and work tasks improvements.



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- 6.4 Identify areas of missing services, duplicate services, overlapping services, and potential opportunities and update the gap matrix.
  - 6.5 Determine the best overall structure for the organization.
  - 6.6 Create proposed organizational structure to address the organization's needs. Determine the span of control and resource allocations necessary.
  - 6.7 Estimate the overall resources and cost savings.
  - 6.8 Assign each previously identified gap a priority based on the cost and benefit analysis.
  - 6.9 Select the best option for implementation.
  - 6.10 Write draft recommendations and action plans.
  - 6.11 Provide details on the draft action plan that includes a time line, resources needed, and assigned roles.
  - 6.12 Identify if the recommendation is linked to another and how they are linked.
  - 6.13 Create a summary document that links recommendations and outcomes from the study.
  - 6.14 Discuss the draft recommendations with the Client Project Manager, and provide a briefing to other stakeholders as designated.
  - 6.15 Identify performance measures that may result in assessing the effectiveness of those recommendations that are implemented.

#### **DELIVERABLES**

- Efficiency and effectiveness analysis
- Gap analysis
- List of potential improvements
- Draft recommendations and action plans
- Performance measures to ensure recommendations are implemented

#### **Task 7.0: Prepare Draft and Final Reports**

##### **TASK GOALS**

- Utilize findings from **Task 2.0 – Task 6.0** to recommend strategies for improving the efficiency and effectiveness of operations.
- Prepare recommendations.
- Identify potential savings and savings.
- Develop implementation strategies.

##### **TASK ACTIVITIES**

- 7.1 From the findings of the major areas of the review, combine the findings into one overall report.



- 7.2 Based on the consolidated findings, develop recommendations to improve the operations and performance results of the organization. Develop estimates of costs and savings from the implementation of all recommendations. Develop an implementation plan, including strategies and time lines to accomplish each recommendation made.
- 7.3 Prepare a comprehensive draft report. The report will include, but not be limited to:
- background information, explaining:
    - organizational design and structure,
    - organizational alignment (vertical and horizontal),
    - programs and operations,
    - key issues, and
    - key performance measures;
  - methodology used;
  - explanation of supported documented findings;
  - results, in both detail and summary form, including narrative and quantitative information;
  - detailed step-by-step, action-oriented recommendations, including a discussion of financial impact, benefits, and operational implications; and
  - potential implementation strategies for recommendations, as well as procedures for a transition process to achieve recommendations, as appropriate.
- 7.4 Submit draft final report.
- 7.5 Meet with Client Project Manager and others, as appropriate, to review the draft report and to verify the accuracy of the findings.
- 7.6 Based on the comments on the draft report, make appropriate revisions and prepare the final report.
- 7.7 Present final report, as arranged by the Client Project Manager, to the key stakeholders, and other officials, as appropriate.

#### **KEY PROJECT MILESTONES**

- Draft final report
- Final report
- Oral presentation





## **Contract Attachment D**

### **Authorized Services List**

#### **Category 2: Financial and Performance Audits**

Evergreen Solutions LLC has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Economy and Efficiency Audits

Contract Attachment E



# Contractor Information Form

*Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.*

**\*\*\* PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY \*\*\***

Contract Name:	Financial and Performance Audits		
Contract Number:	84111600-20-1		
Contractor Name:	Evergreen Solutions, LLC		
FEIN:	20-1833438	<b>*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***</b>	
Website:	www.consultevergreen.com		

## Customer Contact

*Contact for sales information, ordering, and billing questions.*

Name:	Kelly Tucker, Director of Marketing		
Email:	kelly@onsultevergreen.com		
Phone:	850-383-0111	ext.	
Address:	2878 Remington Green Circle		
City:	Tallahassee		
State:	FL		
ZIP:	32308	+4:	8710

## Contract Administrator

*Contact for escalated customer needs.*

Name:	Jeff Ling, President		
Email:	jeff@consultevergree.com		
Phone:	850-383-0111	ext.	
Address:	2878 Remington Green Circle		
City:	Tallahassee		
State:	FL		
ZIP:	32308	+4:	8710

*If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.*

## Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

**Respondent Name:** Evergreen

**Respondent Federal Employer Identification Number (FEIN #):** 20-1833438

**Authorized Signature:** \_\_\_\_\_

**Print Name:** Dr. Jeff Liang

**Title:** President

**Date:** 6/3/2020

### Contract Attachment G Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

There will be subcontractors for this solicitation YES \_\_\_\_ NO \_\_\_\_ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: \_\_\_\_\_

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

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

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

Telephone: \_\_\_\_\_

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

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise      Yes \_\_\_\_\_      No \_\_\_\_\_

W-9 verification:      Yes \_\_\_\_\_      No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

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