



To: Honorable Mayor and Village Council

Date: September 12, 2011

From: Ron E. Williams, Village Manager

Re: Information Technology  
Professional Services  
RFQ #: VC-2011-01

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF HUGH MCCALLUM, INC., TO PROVIDE INFORMATION TECHNOLOGY PROFESSIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT FOR SERVICES NOT TO EXCEED \$45,000; AND PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

On August 24, 2011, members of Village staff, serving as my designated Selection Committee due to their experience and expertise in the Information Technology field, met to listen to presentations given by the proposers in response to the Request for Qualifications for Information Technology Professional Services. Presentations were heard from the following companies:

1. CanDoTech Consulting, Inc.
2. RADGov, Inc.
3. Hugh McCallum, Inc.

While all the three presenters rated the highest score with regard to technical expertise, Hugh McCallum, Inc. was the only corporation that provided a clear understanding of the experience and qualifications of key personnel and offered assurance of responsiveness. Copies of the Rating Sheets, Hugh McCallum, Inc.'s proposal, and the proposed contract for services are provided for your review.

**FISCAL/BUDGETARY IMPACT:**

The Village has budgeted this item under "Professional Services – Technical Support".

**RECOMMENDATION**

Approve the proposed resolution, authorizing the Village Manager to execute the contract.

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF HUGH MCCALLUM, INC., TO PROVIDE INFORMATION TECHNOLOGY PROFESSIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT FOR SERVICES NOT TO EXCEED \$45,000; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in a continued effort to remain committed to developing a maximally efficient government with a small, highly qualified core staff and the use of outsource contractors to the maximum extent possible, the Village recently advertised a Request for Qualifications for the selection of Information Technology Professional Services; and

**WHEREAS**, the Village received three responses and the Village Manager appointed a three member selection committee comprised of Department Directors with expertise in the field of Information Technology and heard oral presentations from three qualified bidders; and

**WHEREAS**, the selection committee recommended Hugh McCallum, Inc., as the most qualified, responsive bidder;

**WHEREAS**, the Village desires to enter into a contract with the selected firm to provide Information Technology Professional Services to the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** Hugh McCallum, Inc., is hereby selected to provide Information Technology Professional Services to the Village.

**Section 2.** The Village Manager is authorized to execute the attached contract.

**Section 3.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this \_\_\_\_\_ day of September, 2011.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

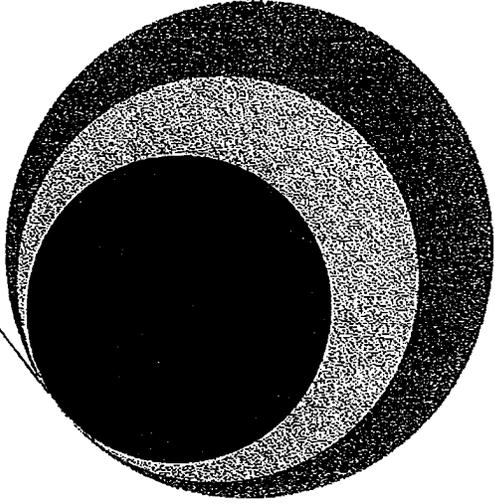
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APPROVED AS TO FORM:

\_\_\_\_\_  
Eve Boutsis,  
Office of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_  
Council Member Howard J. Tendrich \_\_\_\_\_  
Council Member Joan Lindsay \_\_\_\_\_  
Vice-Mayor Brian W. Pariser \_\_\_\_\_  
Mayor Shelley Stanczyk \_\_\_\_\_

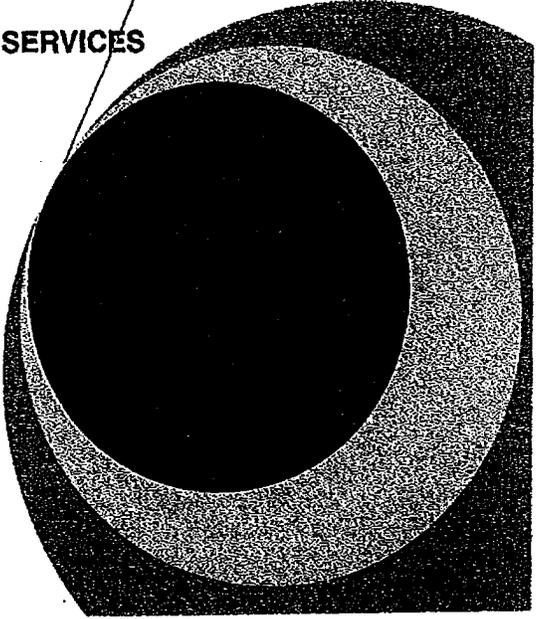


**REQUEST FOR QUALIFICATIONS RFQ #: VC-2011-01  
FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

*Response by*

**Hugh McCallum, Inc.  
428 Laguna Ave. Key Largo, FL 33037  
305-951-6875**

**5/18/2011**



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# Letter of Transmittal



Date: Saturday, May 14, 2011

To: Village of Palmetto Bay  
Office of the Village Clerk  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157

From: Hugh McCallum, Inc.  
428 Laguna Ave.  
Key Largo, FL 33037

Dear Sirs:

We are submitting to you the response to the REQUEST FOR QUALIFICATIONS RFQ #: VC-2011-01, due Thursday, May 19, 2011 that you requested. The purpose of the response is to inform you of our plans to provide the Village of Palmetto Bay with information technology services. The content of this response concentrates on the qualifications of Hugh McCallum, Inc., and how we will provide those services. If you should have any questions concerning this response, please feel free to contact Hugh McCallum at 428 Laguna Ave., Key Largo, FL 33037 or call 305-951-6875.

Sincerely,

Hugh McCallum  
President  
Hugh McCallum, Inc.

**Hugh McCallum, Inc.**

*428 Laguna Ave.*

*Key Largo, FL 33037*

*305-951-6875*

**Proposal for Information Technology Professional Services**

Hugh McCallum, Inc. wishes to confirm that our company will comply with all of the provisions of this RFQ #: VC-2011-01. We have read the entire document and agree with the terms and conditions therein.

**History of Hugh McCallum, Inc.**

Hugh McCallum, Inc., EIN 65-0573635, was incorporated on Tuesday, May 31, 1994 in the State of Florida and is currently active. The company provides computer related services to a wide variety of small companies primarily in the South Florida area. In 1998 we started a web development company that created a method to collect clinical trial data over the Internet and went public (Omnicom Systems, Inc. OMCM) based on the Trial Master software we had developed and was sold in 2000. Since then Hugh McCallum, Inc. has been engaged in providing technology services to many companies in the South Eastern United States and beyond.

Our organization currently supports clients in 6 states and 15 different counties within the state of Florida. We own and operate a Cessna 210 aircraft which is often used to provide regular and urgent services to our client partners. We have also provided support services to clients in England, Singapore and Thailand installing medical imaging software and providing training and support at client hospitals. We have also traveled to Russia to provide computer services to a group repatriating art and artifacts stolen by the Germans during World War II.

Our clients represent a diverse mix of public and private sector entities including municipalities, developers, medical practices, law firms, real estate companies and more. They range in size from multinational corporations such as Business Asia Consultants, Inc. to home pc users, such as former Village Councilman Dr. Ed Feller , a client since 2005

**Government Experience**

Hugh McCallum Inc. has been very active in the development and support of the Village of Palmetto Bay network since August of 2006, when we installed the Microsoft Exchange email server that is still in service today. We have provided a supplemental role to the previous IT consultants, Astec Consulting, assisting in the installation and maintenance of the servers, network, desktop support and acting in an advisory capacity on miscellaneous IT issues. We

have also provided similar support functions to Astec Consulting for the Town of Medley for the past 10 years.

Hugh McCallum, Inc. is consultant to Governmental Management Services-South Florida which provides special district management services to community development districts (CDD). These CDDs are local, special purpose governments authorized by Chapter 190 of the Florida Statutes as amended and are an alternative method for managing and financing infrastructure required to support community development.

### **Wireless Networking**

Hugh McCallum, Inc. has vast knowledge in the installation, setup and maintenance of wireless networks, bridges and routers. We have worked very closely on several projects with Daniel Ghansah, who has installed the wireless system at Coral Reef Park, Thalatta Park, and Palmetto Bay Park. Most recently we partnered on the installation of a large wireless network at Ludlam Point Apartments, a 250 unit apartment complex, providing internet access to all residents.

### **Application and Custom Software Development**

We have extensive experience developing applications for a wide variety of uses. We have supervised programmers and other developers during large scale projects (Omnicom). Our company has worked, for several clients, in conjunction with Doug Phillips, of ASTEC Consulting, for many years. We have brought Astec Consulting in to work with our clients to help design and build applications for security systems and business process integration at Ocean Reef Club and U.S. Gas and Electric, to name a few.

### **Technology Training**

Our company started out as a technology training company. We have provided software training for businesses and individuals alike. One example is we trained over 50 employees for Mayor's Jewelers in 5 locations around Florida. We have developed a training syllabus for several companies and provided mobile and temporary classrooms the Sheraton hotel chain.

### **Conflict of Interest**

Since August 2006, we have provided IT support services to The Heritage House, a clothing store located at 12105 South Dixie Highway owned by Village Councilman Howard Tendrich. It is unclear whether this constitutes a conflict of interest, but if necessary, we would transition this client to another consultant.

## Résumés

Hugh McCallum is the owner and operator of Hugh McCallum, Inc. has been working with computers for over 20 years. He is Microsoft Certified Professional as well as a Novell Certified Administrator. He's an expert in Microsoft server operating systems as well as all workstation operating systems from DOS to all versions of Windows.

### Technical Expertise

**Operating Systems:** MS Dos, Windows 98, 2000 Pro and Server, 2003, 2008, Windows XP, Vista and Windows 7

**Software:** MS Word, Access, Excel, Quicken, ACT!, QuickBooks, Microsoft Exchange Server, Microsoft SQL server, WordPerfect, TimeMatters, Prolaw, Timberline Accounting, AutoCAD, Blackberry Enterprise Server

**Hardware:** IBM PC's and compatibles, servers, printers, scanners, televisions, stereos, iPods, mp3 players, Macintosh computers, Point of Sale, plotters, bar code scanners, routers, switches, modems,

### Certifications/Technical Training

Installing, Configuring and Administrating a Microsoft Windows 2000 Pro and Server and Windows 2003 and 2008 Server Infrastructure

Managing a Microsoft Windows Server 2003 and 2008 Server Environment

Maintaining a Microsoft Windows Server 2003 and 2008 Server Environment

Implementing and Supporting Microsoft Windows XP Professional Terminal Server

Microsoft Office (all versions), Word, Excel, PowerPoint, Access and Outlook

VPNs and all types of wide area networking

Website Design and application development

### Skills

Self-motivated, focused and persistent high energy and results-oriented professional.

Dedicated professional attitude, committed to getting the job done.

Work effectively both as a team member and independently.

Exceptional ability to quickly master new software and apply its full range of capabilities.

Expert trouble-shooter and problem solver.

### James Hutson

2002-Present Hugh McCallum Consulting, Miami, FL – Network Engineer

Serviced clients from Key Largo to Orlando. Created & upgraded

Windows NT clients to Windows 2000/2003/2008 Server systems.

Configured Domain Policies, Microsoft Exchange, VPN, RAS, DNS,

RIS, IAS, Fax, Conference Servers. Implemented SonicWall Internet

Security appliances protection systems. Worked with Mortgage /Real

Estate/ Medical & Legal software technologies. Strong experience with

Backup (CA ArcServe/Backup Exec) solutions. Implemented strong

Security procedures relating to Internet access & file/folder & group

Policy configurations.

2000-2001 Oxford Lane Tech College, Denver, CO – Microsoft Instructor  
Taught & designed MCSE curriculum; subjects: Windows  
Professional, Server, Active Directory, Infrastructure & Directory  
Services Design & Security Design.

1989-1999 ARCHITECTURAL AUDIO, INC., Miami, FL - Vice President/COO  
Custom home automation company. Supervised five employees.  
Installed wiring in homes and commercial businesses with various  
Audio/video and computer cable topologies. Maintained NT single  
Domain network. Installed and maintained CA Accpac Plus accounting  
Software, QuickBooks Pro and Microsoft Office suite. Installation and  
Instruction in use of Teleconference systems and high-end electronics  
for corporate boardrooms. Responsible for all purchasing and dealer  
relations with the following companies: B&W Equity, Marantz, Denon,  
Crestron, Mitsubishi, Sharp, Bryston, Sony, Vidikron, and Lexicon.

1984-1989 BLUE MOUNTAIN IMPORTS, Miami, FL - Vice President/COO  
Second largest distributor of Jamaican Blue Mountain coffee in the  
United States. Master distributor for the Busha Browne Company  
Gourmet products. Developed, Implemented and maintained  
accounting and product receipt & delivery systems for the company.  
Managed five-user peer-to-peer Ethernet network. Two time winner  
“Best Coffee packaging” at International Gourmet & Fancy Feast  
show, San Francisco 1985 & 1987.

1986-1988 PHOENIX TRADE FINANCE CORP., Miami, FL - IT Manager  
Trade Finance & Leasing Company. Maintained 10 user  
IBM Token Ring Network with Novell 3.11 NOS.

1983-1984 RYAN-EAYRE GRAPHICS, Miami, FL - Partner  
Graphics Design Company.  
Education:

Florida International University, Miami, Florida, 1986  
Bachelor of Science  
Major: Hospitality Management

Niagara University, Niagara Falls, New York,  
Major: Transportation Travel, Tourism

Oxford Lane Technical College, Denver, Colorado, 2001  
Microsoft Certified Systems Engineer

Special Skills:

**Computer:** Workstation troubleshooter for all Windows operating systems including; Win98/NT/2000/XP/Vista & Novell Environments. Computer Associates AccPac/ArcServe, PeachTree & QuickBooks Accounting applications, Microsoft Office Suite. Experience in many other industry specific software & utilities. Expert knowledge in Server setup & router configuration. ActiveSync & Blackberry server setup capability. . Applicant is an expert troubleshooter with knowledge in all aspects of the Network Environment including Internet Protocol subnetting. After many years in the business as an implementer and teacher, this applicant has the ability to keep a computer network secure, efficient and cost effective.

**Business:** Creation, planning and implementation of retail, wholesale and service business models. Preparation and interpretation of financial statements and budgets. Set-up and maintenance of general ledgers, accounts receivable, accounts payable, payroll, inventory, contact management and invoicing systems. Ability to lead meetings, break down problems and delegate tasks to the best-suited team members.

## Proposal

Hugh McCallum, Inc. will provide information technology services in the following manner:

1. Hugh McCallum, Inc. will perform all technical services for \$95 per hour.
2. We will establish communications with the Village Clerk once a week to assess the current needs of the Village computers and network.
3. Hugh McCallum, Inc. will have one of our people onsite at least once a week to perform normal maintenance and installation of any new hardware or software or troubleshoot any issue before us at that time.
  - a. We will check the performance of the backup system and the health of all of the servers on the network.
  - b. We will check the Antivirus console to make sure no computers are infected or are in need of any updates.
  - c. Hugh McCallum, Inc. will verify all of the workstations on the network have the latest patches and updates necessary to keep the computers safe and trouble free.
4. In the case of a problem that needs immediate attention Hugh McCallum, Inc. will respond to all phone calls within one hour and have someone onsite within 2 hours of notification during regular business hours. During off business hours we will respond within 2-4 hours onsite.
5. We will work with all of the existing technology partners, Daniel Ghansah and Astec Consulting to help them maintain the components they already service or maintain.

Law Offices  
**Hershoff, Lupino & Yagel, L.L.P.**

**ATTORNEYS AT LAW**

JAY A. HERSHOFF  
JAMES S. LUPINO  
RUSSELL A. YAGEL  
JESSICA ROTHENBERG  
ROBERT C. STOBER  
JESSICA B. REILLY  
DUSTIN T. NICHOLS

ALL CORRESPONDENCE TO:  
90130 OLD HIGHWAY  
TAVERNIER, FLORIDA 33070  
(305) 852-8440  
FAX (305) 852-8848

9155 S. DADELAND BLVD., SUITE 1012  
MIAMI, FLORIDA 33156  
(305) 670-7546

OF COUNSEL  
RON SAUNDERS, STATE REPRESENTATIVE  
LAND USE COORDINATOR  
PETER D. BACHELER

May 13, 2011

RE: HUGH MC CALLUM (MAC)

To Whom It May Concern:

Hugh McCallum (Mac,) has been our IT person for over 12 years. He is extremely knowledgeable in computers including set-up, systems, diagnosing problems and correcting them as well as networking.

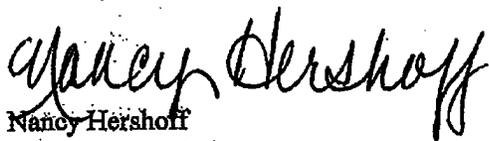
He shares his technical knowledge with all of us. There is so much to say about this man and his ability I am afraid I will fall short in this letter.

Mac is so pleasant to work with it is a pleasure. There are 19 of us who call Mac early morning or after hours and he is always ready to help us. This says a lot for his personal customer service.

I recommend Hugh McCallum highly.

If you have any questions, you may contact me at the above phone number.

Sincerely,



Nancy Hershoff  
Administrator  
Hershoff, Lupino & Yagel LLP

C:\Documents and Settings\nancy\My Documents\Mac.wpd

# GMS

*Governmental Management Services - South Florida, LLC*

*Serving Florida's New Communities*

May 13, 2011

To Whom It May Concern:

It is with pleasure that I recommend Hugh McCallum as a computer information technology consultant and contractor. His firm has provided computer support to numerous communities and local governments that I have managed for over 15 years. Services include PC and network purchase, set up, and maintenance for community data systems, remote security features, and gate entrances.

His professional approach includes a client focus, effective and efficient solutions, and high system stability. In rare instances of network failure, immediate and corrective actions were available preventing service disruption. Many contractors have a short term, profit focus which in government service is a bad match with tax dollars at stake. Mr. McCallum also provides a high degree of accessibility for excellent economic value.

Please feel free to contact me if you need further background on our positive experiences with Hugh McCallum.

Sincerely,



Paul Winkeljohn  
District Manager  
Cell: 786-271-9208



May 13, 2011

Ref: Hugh McCallum

Dear Sir / Madam:

Please let this serve as a formal business reference for Hugh McCallum. Hugh (Mac) has been managing our IT since 2006.

Our first experience with Mac was when our finance department lost our main database on December 26<sup>th</sup> – only days before year-end reporting was due. I was told by Dell that we shouldn't expect to recover the information, but Mac was able to reconstruct approximately 85% of the data – thereby saving thousands of dollars in labor costs and incalculable stress.

Mac has installed an internal server for our company, and established our internal network. He routinely services 30 computers located in 4 buildings on campus as well as numerous home computers that are used to "network in" for afterhours work. He coordinates with our camera surveillance vendor to ensure that our security system is functional at all times. He has worked extensively on our telephone system, and coordinated the data drops during our office renovation and buildout.

We consider Mac part of our staff family at this point because of the way he has taken care of us as a company, and would recommend him without hesitation to anyone that inquired.

Please do not hesitate to contact me with any further questions. 305-234-9600  
x207

Sincerely,

A handwritten signature in black ink, appearing to read "Anita Lunsford", is written over the typed name.

Anita Lunsford,  
Director of Finance for  
Miami Vineyard Community Church, Inc.

Church Auditorium Address: 14260 S.W. 119 Avenue • Miami, Florida 33186  
Office/Correspondence Address: 14301 S.W. 119 Avenue • Miami, Florida 33186  
Phone 305.234.9600 • Fax 305.233.1790  
office@miamivineyard.com • www.miamivineyard.com

**PROFESSIONAL  
MANAGEMENT, INC.**

9096 S.W. 87<sup>th</sup> Avenue  
Suite 777  
Miami, Florida 33176



(305) 270-0870 • Fax (305) 279-5703

May 13, 2011

**RE: Mr. Hugh McCallum**



To Whom It May Concern:

Mr. Hugh McCallum has been completing IT work for Professional Management, Inc. for the past 6 years.

Professional Management, Inc. is a property management company that manages over 75 properties and Mr. McCallum supports approximately 30 of the properties for any computer support or requirements.

His work and response time are excellent and we are very pleased to recommend him to any organization that requires his expertise.

Thank you for your attention to this information and if you have any questions or require further details, please do not hesitate to contact me at (305) 270-0870.

Sincerely,

A handwritten signature in cursive script that reads "Nery Thorimbert".

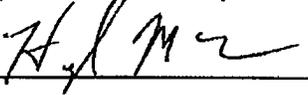
Nery Thorimbert  
Training Director

**APPENDIX A**

**RESPONDENT WARRANTIES**

- A. Respondent warrants that it is willing and able to comply with the State of Florida laws with respect to foreign (non-state of Florida) corporations.
- B. Respondent warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
- E. **CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Respondent has not, and will not, pay a fee, the amount of which is contingent upon the Village awarding this contract. Respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Respondent acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Respondent, if the Respondent is chosen for performance of the contract.

Signature of Official: 

Name (typed): Hugh McCallum

Title: President

Respondent: Hugh McCallum

Date: 5/15/2011

**APPENDIX B**

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

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

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY by  
Hugh McCallum, President  
[print individual's name and title]  
for Hugh McCallum, Inc.  
[print name of entity submitting sworn statement]  
whose business address is:  
428 Laguna Ave. Key Largo, FL 33037

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0573635 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

HM Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

HM  
[signature]

**ACKNOWLEDGEMENT**

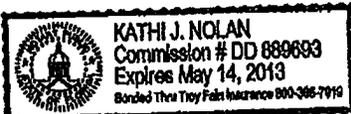
STATE OF FLORIDA )  
                          monroe )  
COUNTY OF ~~MIAMI~~ DADE )

On this the 15th day of May, 20 11, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Rugh McCallum and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Kathi J. Nolan  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or type as commissioned.)

Personally known to me, or  
 Personal Identification:

Type of Identification Produced

**APPENDIX C  
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA       )  
  )  
COUNTY OF MIAMI-DADE )

Hugh McCallum being first duly sworn, deposes and says that:  
(1) He/She/They is/are the Owner  
(Owner, Partner, Officer, Representative or Agent) of  
Hugh McCallum, Inc. the Bidder that has submitted the  
attached Bid;

- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Signature

Hugh McCallum, President  
Print Name and Title

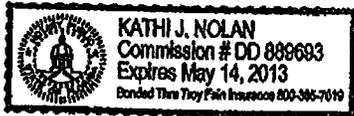
STATE OF FLORIDA       )  
  )  
COUNTY OF MIAMI-DADE )

On this the 19th day of May, 2011, before me, the undersigned Notary Public of the State of Florida, personally appeared (name(s) of individual(s) who appeared before notary) Hugh McCallum and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

[Signature]  
Notary Public, State of Florida

SEAL OF OFFICE:



Personally known to me, or  
 Personal Identification:  
Type of Identification Produced

**APPENDIX D**

**ACKNOWLEDGEMENT**

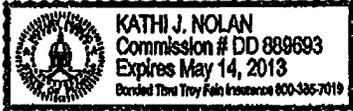
State of Florida  
County of monroe

On this 15th day of may, 2011, before me, the undersigned Notary Public of the State of Florida personally appeared Huan Macallem and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

Kathi Nolan  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- Personally known to me, or  
 Produced Identification:

\_\_\_\_\_  
(Type of Identification Produced)

**Village of Palmetto Bay  
Request for Qualifications**

**Information Technology Professional Services**

August 25, 2011 - RFQ VC-2011-01 Informational Technology Professional Services

Evaluator: Meighan Alexander  
Meighan Alexander

RATING TABLE						
Consultant	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total Points
CanDoTech Consulting, Inc.	5	3	<del>3</del> 3	3	1	320
RADGov, Inc.	5	3.5	2	3	1	302.5
Hugh McCallum, Inc.	5	5	5	2	5	420

Range 1=lowest 5= highest

- Criteria 1. (30%) **Technical Expertise**  
The clarity, quality and completeness of the presentation with respect to the Scope of Work requirements
- Criteria 2. (15%) **Management and Operations Plan**  
The clarity, quality and completeness of the presentation with respect to the implementation of services
- Criteria 3. (25%) **Experience and Qualifications of Key Personnel**  
Quality and quantity of experience of key personnel
- Criteria 4. (10%) **Financial Consideration**  
Reasonableness of the fee offered
- Criteria 5. (20%) **Responsiveness**  
The ability of the Respondent to expeditiously address the Village's needs

**Village of Palmetto Bay  
Request for Qualifications**

**Information Technology Professional Services**

August 25, 2011 - RFQ VC-2011-01 Informational Technology Professional Services

Evaluator:



Desmond Chin

RATING TABLE						
Consultant	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total Points
CanDoTech Consulting, Inc.	5 <sup>150</sup>	4 <sup>60</sup>	3 <sup>75</sup>	1 <sup>0</sup>	1 <sup>20</sup>	315
RADGov, Inc.	5 <sup>150</sup>	5 <sup>75</sup>	3 <sup>75</sup>	5 <sup>60</sup>	1 <sup>20</sup>	370
Hugh McCallum, Inc.	5 <sup>150</sup>	5 <sup>75</sup>	5 <sup>75</sup>	4 <sup>40</sup>	5 <sup>100</sup>	490

Range 1=lowest 5= highest

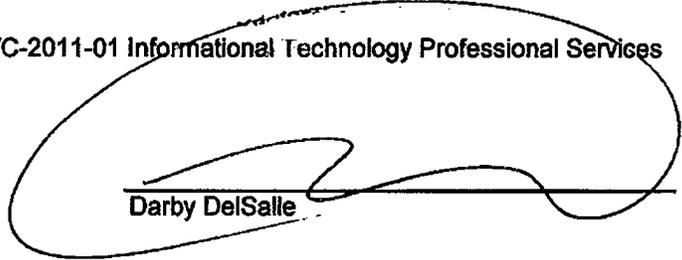
- Criteria 1. (30%) Technical Expertise  
The clarity, quality and completeness of the presentation with respect to the Scope of Work requirements
- Criteria 2. (15%) Management and Operations Plan  
The clarity, quality and completeness of the presentation with respect to the implementation of services
- Criteria 3. (25%) Experience and Qualifications of Key Personnel  
Quality and quantity of experience of key personnel
- Criteria 4. (10%) Financial Consideration  
Reasonableness of the fee offered
- Criteria 5. (20%) Responsiveness  
The ability of the Respondent to expeditiously address the Village's needs

**Village of Palmetto Bay  
Request for Qualifications**

**Information Technology Professional Services**

August 25, 2011 - RFQ VC-2011-01 Informational Technology Professional Services

Evaluator:



Darby DelSalle

RATING TABLE						
Consultant	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total Points
CanDoTech Consulting, Inc.	5 <sup>150</sup>	3 <sup>45</sup>	1 <sup>25</sup>	3 <sup>30</sup>	1 <sup>20</sup>	270
RADGov, Inc.	5 <sup>150</sup>	4 <sup>60</sup>	1 <sup>25</sup>	5 <sup>50</sup>	1 <sup>20</sup>	305
Hugh McCallum, Inc.	5 <sup>150</sup>	5 <sup>75</sup>	5 <sup>125</sup>	4 <sup>40</sup>	5 <sup>100</sup>	490

Range 1=lowest 5= highest

- Criteria 1. (30%) Technical Expertise  
The clarity, quality and completeness of the presentation with respect to the Scope of Work requirements
- Criteria 2. (15%) Management and Operations Plan  
The clarity, quality and completeness of the presentation with respect to the implementation of services
- Criteria 3. (25%) Experience and Qualifications of Key Personnel  
Quality and quantity of experience of key personnel
- Criteria 4. (10%) Financial Consideration  
Reasonableness of the fee offered
- Criteria 5. (20%) Responsiveness  
The ability of the Respondent to expeditiously address the Village's needs

**AGREEMENT FOR INFORMATION TECHNOLOGY PROFESSIONAL  
SERVICES BETWEEN  
THE VILLAGE OF PALMETTO BAY AND  
HUGH McCALLUM, INC.**

This agreement is entered into this \_\_\_\_ day of September, 2011, between the Village of Palmetto Bay (“village”), a municipal corporation of the State of Florida, located at 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 and Hugh McCallum, Inc., a Florida corporation, located at 428 Laguna Avenue, Key Largo, Florida 33037.

**WITNESSETH:**

**WHEREAS**, the village desires to engage and retain the services of the consultant to perform the work described in this agreement and the consultant desires to accept the engagement; and,

**WHEREAS**, in a continued effort to remain committed to developing a maximally efficient government with a small, highly qualified core staff and the use of outsource contractors to the maximum extent possible, the Village of Palmetto Bay is seeking the assistance of a qualified individual(s) and/or firm to provide information technology professional services to the Palmetto Bay government; and,

**WHEREAS**, the Village of Palmetto Bay, a municipality of approximately 25,000 residents, located in Miami-Dade County, Florida, desires to hire a qualified firm to provide Information Technology (IT) Professional Services for the Village; and,

**WHEREAS**, the fundamental goal of the consultant shall be to provide the best value IT services to the village, by providing qualified technical labor and troubleshooting, knowledge of IT related projects, software development, and the successful implementation of business solutions in a government setting; and,

**WHEREAS**, the consultant must be readily available and accessible to the village; and,

**WHEREAS**, the consultant must be able to provide services in a flexible, responsive manner and have the ability to adjust to an ever-changing municipal environment.

**NOW THEREFORE**, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

**1. WHEREAS CLAUSES**

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village  
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consultant

1.1. The above whereas clauses are incorporated and made a part of this agreement.

## 2. SCOPE OF AGREEMENT

2.1 The consultant will provide IT services as may be requested and approved by the Village from time to time in scope and manner generally acceptable for similar municipalities in Miami-Dade County, Florida. The following IT services may be required and the consultant should be well-informed, qualified and able to provide any of the below-listed requirements as may be requested by the Village from time to time:

a. Data Administration – Consultant shall provide support to address the village’s need for data sharing, data access and system integration, including imaging systems and other long term/archival electronic storage medium.

b. WiFi Systems – Consultant Shall monitor, maintain and support for the Village’s current WiFi systems at Village Hall, 9705 E. Hibiscus Street, Coral Reef Park, 7895 SW 152 Street, and Perrine Park, 17535 SW 95 Avenue, and shall offer solutions to expand this service at other Village parks. Consultant shall develop a mechanism and plan for providing network survivability should a tower, or site, be lost due to a hurricane, strong weather event, or due to some other event. Consultant shall provide equipment that can be remotely updated, configured, and maintained with a minimum of service disruption.

c. Custom Software Development and Information Technology Training – the Village may require that current Microsoft Office software or new software be designed and developed in order to facilitate appropriate municipal uses. Unless prevented by copyright or other proprietary rights, the consultant must be able to modify existing software in such a manner as may be required and may be possible or offer a solution to procure appropriate software to meet the defined goal. Additionally, reasonable technical training shall be required from the consultant to assist in the use of the customized and/or new software programs.

d. Management, Planning Consulting and ability to Sub-Contract with Others – The consultant shall provide consulting services relating to management issues surrounding the planning, implementation and management of IT. Additionally, the consultant shall be expected to have the ability to subcontract with other consultants to provide a variety of high-level technology items, such as, GIS, E-commerce and web development.

e. Web/Internet Applications Services – The Village’s presence on the Internet is currently managed through Cloud Computing. The Village anticipates expanding its website to become more user interactive, i.e., paying for permits on line; therefore, the consultant is required to be well-versed in website development, have a proven track record with regard

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to development of web-based applications and be able to suggest the most cost-efficient, appropriate way that the website may be expanded.

f. The successful consultant shall make him/her self readily available to respond to the Village's needs within a reasonable amount of time. The consultant shall also agree to attend meeting with the Village Manager, staff and Department heads as necessary to discuss current challenges, solutions and/or new technology that shall be introduced to the Village.

g. Any additional requirements as provided for under Village Request for Qualifications #VC 2011-01, for "Information Technology Professional Services." The RFQ and RFQ response of Consultant are incorporated by reference into this agreement. In the event of any conflict, the terms of this agreement will govern over the provisions of any incorporated documents.

h. The parties acknowledge that information technology consulting involves a decision making process which is rapidly changing and that there may be more than one solution or approach to a specific task. The consultant will provide alternative solutions to the Village and the consultant and/or the Designated Representative of the Village will determine the best most reasonable solution. The village acknowledges that the consultant cannot warranty or guarantee that solutions will be the most efficient or effective solution available.

i. The Village will designate a primary contact (the "Designated Representative") and a backup contact (the "Backup Representative") from time to time. In the event that consultant does not consider a request for service within the normal and customary planning, the consultant may request specific approval to perform such work from the "Designated Representative" or in his or her absence, the "Backup Representative" prior to commencing such work. Any project or services requested of the consultant which are less than the foregoing minimums may be ordered by any employee of the Village. The Designated Representative will be responsible for:

- (1) Requesting services from the consultant regarding miscellaneous IT support issues.
- (2) Approving and prioritizing requests for service from Village staff.
- (3) Coordinating and approving hardware and software purchases
- (4) Maintaining an inventory of IT assets, i.e. software, storage and backup media, and software licenses.
- (5) Assuring that the data protection and backup program established by the consultant and the Village is strictly adhered to.

In the event of an emergency or in the event that the Designated Representative and Backup Representative do not respond in a reasonable time regarding an issue, then the consultant is authorized to act in a reasonable manner to resolve a pending issue.

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consultant

j. Normal and routine requests for IT service submitted to consultant will be scheduled during regularly scheduled onsite visits. Critical or unusual requests of IT service shall be made by the Designated Contact or Backup Contact and consultant shall schedule the work as soon as reasonably possible, considering the nature and critical nature of the problem. Such request by the Designated Contact or Backup Contact may be authorized by voice mail and/or email if personal contact cannot be made with the consultant.

k. After design and installation of backup hardware and software by the consultant, the responsibility for and creation and storage of archival backups shall be the sole responsibility of the Village. The consultant shall not be responsible for data loss or damages resulting therefrom as a result of the Village personnel to follow archival procedures or for improper backup activity.

l. The Village shall establish contingency emergency procedures for its information system due to failure caused by acts of God beyond the control of the consultant. The plan shall define when such emergency procedures shall go into effect and shall be determined by the Designated Contact.

m. The "Working Hours" required of the consultant shall be 9:00 am to 5:00 pm, Monday through Friday, except for national and Village holidays. Requests for routine or normal services outside of regular business hours will be responded to on the next business day. Emergency service shall be approved and directed by the Designated Contact, and consultant shall be paid on hourly fee equal to one and one-half times the normal hourly rate for work ordered and performed during other than normal working hours. In the event that consultant elects to perform non-emergency services after normal business hours, then the normal hourly fee will be in effect.

### **3. PERSONNEL REQUIREMENTS**

3.1 Consultant and staff employed by consultant for this engagement shall be properly licensed IT professionals.

### **4. LICENSING, REPORTING, RECORDS**

4.1 Consultant shall, at its own expense, obtain all applicable local, county, state, and federal licenses, and pay all applicable fees and taxes necessary for the provision of IT services in Miami-Dade County, Florida, and as required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this agreement.

4.2 Consultant shall meet and/or communicate minimally once per week with the Village Clerk, or her designee, to discuss IT issues.

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consultant

4.3 Consultant shall maintain during the term of this agreement and for a period of three years from the date of termination certain records relating to this agreement and all records required pursuant to federal, state, county and local law.

4.4 The village manager shall, during the term of this agreement and for a period of three years from the date of termination, have access to and the right to examine and audit any records of the consultant pertaining to this agreement.

## 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this agreement shall be for one year with with three-one year renewal options. The village may, but is under no obligation to extend or renew, this agreement after expiration of the initial one year term. The village shall provide 30 days prior notice of its intent not to renew for any additional year term.

## 6. TERMINATION

6.1 This agreement may be terminated by either party without cause upon 90 days advance written notice to the other party. Further, either party may immediately terminate this agreement upon the failure of the other party to cure a material breach following 15 days prior written notice of the breach and a demand that it be cured.

6.2 Compensation upon termination shall be limited to services performed and approved under the terms of this agreement up to the effective date of the termination. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses. In the event that the Village improperly terminates the contract for default under section 6.3, the termination shall be deemed a termination for convenience under this section.

6.3 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 15 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

6.4 Consultant may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 60-days prior written notice to the Village in the event that consultant is unable to complete the services identified in section 2.1 due to causes beyond consultant's control.

6.5 The Village shall have no liability to the consultant for future profits or losses in the event of termination for default.

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consultant

6.6 The rights and remedies of the Village and consultant provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.7 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the Village to consultant shall be limited to payment for services when payment is received by the Village from the county, state or federal authority; Provided, however, that consultant shall be informed of any requested services that are to be funded by such appropriations and grants prior to commencing such work, and consultant shall have the option to decline to perform the requested work unless arrangements for full or partial compensation are agreed to. The Village shall submit all required documents requesting payment within a reasonable time. The Village shall not be liable to consultant for work performed in the event that payment is not received by the Village from a county, state or federal funding Village. This is a pay-when-paid clause.

## 7. INDEMNIFICATION

7.1 Consultant agrees to indemnify, reimburse, defend and hold harmless the village and, at the village's option, defend or pay for an attorney selected by the village to defend the village and the village's officers, agents and employees for, from and against all claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including reasonable costs, attorneys' and paralegals' fees, imposed on or incurred by the village in connection with any and all loss of life, bodily injury, personal injury and damage to property which arises or relates, directly or indirectly, to the consultant's use of any vehicle provided for in this agreement, if any. To the extent considered necessary by the village, any sums due to the consultant under this agreement may be retained by the village until all of the village's claims for indemnification, pursuant to this agreement, have been settled or otherwise resolved and any amount withheld shall not be subject to payment of interest by the village.

7.2 Nothing in this agreement is intended to serve as a waiver of sovereign immunity by the village. Nothing in this agreement shall be construed as consent by the village to be sued by third parties in any matter arising out of this agreement or any other contract entered into by the consultant.

7.3 The provisions of this section shall survive termination or expiration of this agreement.

## 8. PAYMENT

8.1 In return for satisfactory performance of IT services provided by consultant as specified in this agreement, the village agrees to pay consultant an hourly billing rate of \$95.00 per hour, plus equipment, software and other materials installed and

\_\_\_\_\_ village

\_\_\_\_\_ consultant

paid for by the consultant. The annual contract is not anticipated to exceed \$45,000. Any overages must be pre-approved by the Village Manager.

8.2 Should Consultant require specialized subcontractor services, which services is not part of the core Hugh McCallum, Inc. team, the Consultant shall charge the village the higher rate of the specialized subconsultant services as shall first be approved by the Village. Hugh McCallum, Inc., in such a scenario, shall act as a general contractor managing the project. Consultant shall advise the village prior to utilizing specialized subcontractor services, and explain to the village the necessity for using such services, anticipated cost involved, advise whether the cost associated with the sub-consultant is reasonable in the marketplace, and shall guarantee the services of the sub-consultant.

8.3 Compensation for IT services shall be payable by the village in arrears, each month, pursuant to the approval of the monthly invoice of consultant. The invoice shall indicate the number of hours of IT services and materials, if any, provided in the prior month and any backup documentation required by the village manager or his designee.

8.4 If a dispute should occur regarding an invoice, the village manager may withhold payment of the disputed amount and may pay to the consultant the undisputed parts of the invoice.

## **9. INTEREST PAYMENTS DUE TO LATE PAYMENT**

9.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74.

9.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

## **10. LIENS**

10.1 The consultant, subcontractors, suppliers and laborers ("subcontractors") are prohibited from placing a lien on Village's property. Consultant shall execute a similar contract with subcontractors confirming that subcontractors are not prohibited from placing liens on Village's property. Further, both consultant and subcontractor warrant not to file or record liens or notices of liens against Village property.

## **11. INDEPENDENT CONSULTANT**

11.1 The consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the village with respect to all of the acts and services performed by and under the terms of this agreement. This agreement shall not in any way be construed to create a partnership, association or any other

\_\_\_\_\_ village

\_\_\_\_\_ consultant

kind of joint undertaking, enterprise or venture between the parties, or any employer-employee relationships.

## 12. INSURANCE AND INDEMNIFICATION

12.1 The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the consultant or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the consultant, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the consultant or subcontractors.

12.2 The consultant shall not commence work under this contract until it has obtained all insurance required by the Village. The consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a gross, willful or wonton negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this contract. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

12.3 If required by the Village, the consultant shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name the village as additional insured and shall reflect the hold harmless provision contained herein.

B. Applicable professional liability insurance with broad form endorsement, severability of interest with cross liability provision, with limits of \$1,000,000 combined single limit per occurrence coverage. The policy shall name the village as an additional insured. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

D. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

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E. All of the insurance is to be placed with Best rated A-8 or better, or other insurance companies qualified to do business under the laws of the State of Florida as may be approved by the Village.

12.4 The consultant shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

12.5 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this contract.

### **13. EQUAL EMPLOYMENT OPPORTUNITY**

13.1 Consultant's decisions regarding the delivery of services under this contract shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. In addition, consultant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

### **14. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES**

14.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

### **15. NOTICES**

15.1 Whenever either party desire to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, private postal service, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. Notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt. The place for giving notice shall remain the same as set

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forth in this agreement until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For the village: Ron E. Williams, Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157  
(305) 259-1234

With a copy to: Eve A. Boutsis, Office of Village Attorney  
18001 Old Cutler Road, Suite 556  
Palmetto Bay, Florida 33157  
(305) 235-9344

For the consultant: Hugh McCallum, Inc.  
428 Laguna Avenue  
Key Largo, Florida 33037  
(305) 951-6875

## 16. MISCELLANEOUS

16.1 Assignment and Performance: Neither this agreement nor any interest in it shall be assigned, transferred or encumbered by either party.

16.2 The consultant represents that all persons delivering the services required by this agreement have the reasonable knowledge and skills, either by training, experience, education or a combination of the foregoing, to adequately and competently perform the duties, obligations and services set forth in this agreement and to provide and perform such services to the village's satisfaction.

16.3 The consultant shall perform its duties, obligations and services under this agreement in a skillful and respectable manner consistent with similar contracts in Miami-Dade County, Florida. The quality of the consultant's performance shall be comparable to the best local and national applicable standards of care.

16.4 Waiver of Breach and Materiality: Failure by the village or consultant to enforce any provision of this agreement shall not be deemed a waiver of such provision or modification of this agreement. A waiver of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

16.5 The village and consultant agree that each requirement, duty and obligation set forth in this agreement is substantial and important to the formation of this agreement and, therefore, is a material term of this agreement.

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16.6 Severance: In the event this agreement or any portion of this agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the village or the consultant elects to terminate this agreement. The election to terminate this agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

16.7 Applicable Law, Venue, Waiver of Jury Trial: This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this agreement shall be in Miami-Dade County, Florida. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION BETWEEN THE PARTIES HEREUNDER.

16.8 Amendments: No modification, amendment or alteration of the terms or conditions contained in this agreement shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by both the village and the consultant.

16.9 Prior Agreements: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms of this agreement shall be predicated upon any prior representations or agreements, whether oral or written.

16.10 Interpretation: In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

16.11 Facsimile and Counterparts: This agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signature of this agreement shall have the same force and effect as original signatures.

16.12 Survival of Provisions: Any terms or conditions of this agreement that requires acts beyond the date of the term of the agreement shall survive termination of the agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

16.13 Days: Reference in this agreement to days shall mean calendar days.

\_\_\_\_\_  
village

\_\_\_\_\_  
consultant

**17. EXAMINATION AND RETENTION OF CONSULTANT'S RECORDS**

17.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the consultant's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

17.2 The consultant agrees to include in first-tier subcontracts under this contract a clause substantially the same as subsection 17.1 above.

17.3 The right to access and examination of records in subsection 17.1 shall continue until disposition of any mediation, claims, litigation or appeals.

**18. OWNERSHIP OF DOCUMENTS**

18.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the consultant under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The consultant acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the consultant to the Village. The consultant shall have the right to retain copies of the documents at the consultant's expense.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized officers, have executed this agreement as of the date first above written.

**Village of Palmetto Bay,  
a Florida municipal corporation**

**Hugh McCallum, Inc.,  
a Florida corporation**

By: \_\_\_\_\_  
Ron E. Williams,  
Village Manager

By: \_\_\_\_\_  
Hugh McCallum,  
President

\_\_\_\_\_  
village  
\_\_\_\_\_  
consultant

Approved as to form:

By: \_\_\_\_\_  
Eve A. Boutsis,  
Office of Village Attorney

\_\_\_\_\_  
village  
\_\_\_\_\_  
consultant