



PROCUREMENT DIVISION

401 Clematis Street, 5th Floor
P.O. Box 3366
West Palm Beach, FL 33402
TEL: (561)822-2100
FAX: (561) 822-1574

“The Capital City of the Palm Beaches”

**Request for Quote
RFQ 10-11-Q047**

Consulting Services for Infor EAM Sustainability Edition Implementation

The City of West Palm Beach is soliciting quotations from responsible and experienced firms to provide technical and functional consultants to assist City staff with the implementation of Infor EAM Sustainability Edition Software. It is the City’s intention to commence services on November 1, 2011, and go-live by September 30, 2012.

Time is of the essence and any quote received after **3:00 p.m., Friday, October 7, 2011**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Quotations shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, date and hour quotations are scheduled to be received. Respondents are responsible for insuring that their quote is stamped by Procurement Division personnel by the deadline indicated.

Interested parties may obtain a copy of this request for qualifications by contacting the Procurement Division at 561-822-2100 or downloading a PDF file at http://www.wpb.org/procurement/procurement_opportunities.php.

All quotations must be delivered or mailed to:

City of West Palm Beach Procurement Division
Althea Pemsel, MA, C.P.M., Procurement Official
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS RFQ 10-11-Q047. Small Business participation is 0%.

BY: Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

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Consulting Services for Infor EAM Sustainability Edition Implementation General Information

A. LOBBYING PROHIBITED

As to any matter relating to this RFQ, any Respondent, team member, or anyone representing a Respondent are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this RFQ. For purposes of clarification, a team's representatives shall include, but not be limited to, the Respondent's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the Respondent and the Respondent's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team. **The "No-Lobbying" condition is in effect from the date of publication of this RFQ and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process.**

B. PURPOSE AND INTENT

The purpose of this Request for Quote (RFQ) is to secure technical and functional consultants to provide comprehensive expertise and proven methodologies to assist City of West Palm Beach (City) staff with the implementation of Infor EAM Sustainability Edition at various divisions of Public Utilities which includes an upgrade from an existing DataStream 7i/Infor EAM 8.3 application at the WasterWater Facility and the migration of data from other 3rd party CMMS products.

The City intends to contract with a responsible firm, on a fixed fee basis, to provide technical and functional consulting services commencing November 1, 2011. The consultants provided must have core knowledge of installations, upgrades, implementation functions of Infor EAM Sustainability Edition and Infor EAM 8.3 (old DataStream 7i) migration experience. The City's fiscal year runs from October 1 to September 30.

This document is intended to be used as the instrument to transmit quotations and to define the terms, conditions and specifications desired by the City to receive quotations. It is the intent of the City to select a single Respondent to supply the services necessary for successful completion of the project as defined herein. Nothing in this RFQ is intended to restrict the City in any way in the selection of the quote that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in quotations or best and final offers.

C. MINIMUM REQUIREMENTS

Each respondent must satisfy the following minimum requirements to be considered for this solicitation.

1. *Experience.* The respondent's proposed technical and functional consultant(s) must have core knowledge of Infor EAM Sustainability Edition software and all of its modules, migration of data from other CMMS products and must have successfully completed an upgrade from Infor EAM 8.3 (old DataStream 7i) within the past two (2) years.
2. *Past Performance.* The respondent shall provide a minimum of one (1) client reference for each consultant proposed to provide services which evidences the experience requirement stated above.
3. *Commencement of Services.* The proposed consultants can commence services no later than November 1, 2011.

D. ADDITIONAL FACTORS

In making a determination of "best value", the City will consider the respondent's cost, approach and timeframe to complete the project and the proposed consultant's education and experience as it relates to:

- Public sector experience;
- Educational background and Infor EAM application and SQL Server database certifications;
- Years of relevant consulting experience;
- Relevant upgrade experiences from Infor EAM 8.3 (Old DataStream 7i) similar to the scope and nature of this project;

- Total number of similar projects successfully completed on schedule and within budget;
- Experience integrating 3rd party software and customizations;

E. BACKGROUND

The City's current CMMS environment at Public Utilities consists of the following:

Waste Water (ECR) Facility currently uses Infor EAM 8.3 (old DataStream 7i) Software.

Water Treatment Plant's Maintenance operations utilize DPSI/PMC Software, version 5.6.

Operations & Maintenance (O&M) Divisions & Utilities Dispatch use PSD/Hiperweb Software.

Dispatch Operations utilize Sungard Public Sector Community Plus' AcTion module

These systems are used primarily for performing corrective and preventive maintenance business processes, issuance of work orders, compliance reporting and maintaining documentation and inventory.

Data from these systems would need to be migrated to InforEAM Sustainability Edition. It is the City's intent to implement Infor EAM, including GIS capabilities at all divisions of Public Utilities including Water Treatment Plant, Watershed, Laboratory, Dispatch, Distributions, Pumping Operations, Collections and Customer Service.

Details of current business processes and workflow for each division will be provided upon request.

F. SCOPE OF WORK

The consultants will be required to provide on-site as well as remote development and consulting services on an "as needed" basis for the duration of the project. Services shall be performed on a firm, fixed price basis. Payments will be tied to milestones or deliverables. The scope of professional services will include but not be limited to:

1. Discovery, Planning & Project Plan - Assessment of current system, incorporation of new functionality, recommendations for business process changes and conversion strategy; development of deliverables/project plan
2. Technical assistance with the process design and configuration of Infor EAM Sustainability Edition.
3. Validation and integration testing with all functional users and training of super users
4. Conversion of data from all existing systems, transition & go-live no later than September 30, 2012
5. Post production support for a minimum of (4) four weeks.
6. Integrating/ interfacing with Oracle CC&B Customer Information system.
7. Replace the functions of Sungard Community Plus Action MRT.
8. Future plans include interfaces to other 3rd party products as Phase 2 of the project. Provisions for these items shall be included in Phase 1. Phase 2 can be priced separately:
 - a. Integrating/ interfacing with SCADA systems.
 - b. Integrating/ interfacing with LIMS lab data collection systems.
 - c. Integrating/ interfacing with HachWims reporting systems.
 - d. Interface with Oracle Purchasing/ Procurement software.

A spreadsheet listing of specific modules/functions that are targeted as the first phase of this implementation appears as SHEET 1 below (modules marked as 'yes' are targeted for implementation in Phase 1 of the project. The consultants will work with the City's implementation team which will include the technical/business project managers and the technical/functional users from the City's MIS, and Public Utilities Divisions. Dedicated will be the City's Quality Assurance Manager who will serve as the Project Lead.

SHEET 1

Module/Division	Water Treatment Plant	Waste Water Treatment Plant	Pumping Operations	Dispatch	Collections	Distribution	Lab	Watershed Management
Asset Module	yes (2,417 assets)	Upgrade from existing Infor EAM 8.3, same features	yes	yes	yes	yes	yes	yes
Preventive Maintenance	yes (344 PM schedules)		yes	yes	yes	yes	yes	yes
Warranties and Claims	no		yes	no	no	no	no	yes
Work Management	yes		yes	yes	yes	yes	no	yes
Inspection Management	PM now		yes	yes	yes	yes	PM now	no
Invoicing	no		no	no	no	no	no	no
Materials Management	charge to WO, scan receipt, not developed now		yes	no	no	no	no	no
Project Management	no		yes	no	no	no	no	no
Purchasing Management	no		no	no	no	no	no	no
Fleet Management	no		no	no	no	no	no	no
Barcoding	no		no	no	no	no	no	no
Calibration	PM now		no	no	no	no	PM now	PM now
Datastream 7i mobile	no		no	no	no	no	no	no
Call center	no		coordinate with Dispatch	yes	coordinate with Dispatch	coordinate with Dispatch	no	no

G. INSURANCE REQUIREMENTS

The selected Respondent shall be required to purchase and maintain from a company or companies lawfully authorized to do business in Florida, the following insurance coverage in the minimum amounts specified below and with a maximum deductible of \$25,000 per occurrence:

- A. PROFESSIONAL LIABILITY: Minimum limit of \$1,000,000.00.
- B. GENERAL LIABILITY: \$1,000,000.00 per occurrence with a maximum deductible of \$25,000.00 per occurrence; \$2,000,000.00 aggregate annually.
- C. AUTOMOBILE LIABILITY: Minimum limit of \$1,000,000.00.
- D. WORKER'S COMPENSATION: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

Certificates of Insurance shall be delivered to City prior to execution of a contract. All certificates for general liability coverages shall name the City as an Additional Insured. The contract may contain additional insurance requirements.

Respondent should be prepared to provide certificate(s) of insurance within 3 days of receipt of notice of intent to award.

H. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the firm(s) selected and the successful Respondent(s) will be required to enter into a formal agreement with the City. At all times during the term of the agreement, the successful Respondent(s) shall act as an independent firm and at no time shall be considered an agent or partner of the City. The City reserves the right to add, delete or amend any of the services as listed and described herein.

I. SMALL BUSINESS PARTICIPATION

A goal for SB participation under this RFQ has been set **in the minimum amount of 0%** of the total contract value. Nevertheless, the City encourages small business participation in *all* of its procurements.

Consulting Services for Infor EAM Sustainability Edition Implementation

PROCUREMENT PROCESS

1. Registration

So that the City may know of your interest in receiving addenda issued, please complete and fax the Registration Form, *Form P-1*, to the Procurement Division by 5:00 p.m., September 30, 2011. **It is ultimately the responsibility of each respondent to ensure that all addenda has been received and submitted with the quote.** The City shall have no responsibility to provide any addenda issued under this RFQ to any Respondent not registered for this RFQ with the City.

2. Questions / Addenda to the RFQ

No interpretation or changes in the scope or meaning of this RFQ will be made to any respondent, orally or otherwise, except by written addendum. Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this RFQ shall be submitted in writing and must be received not later than ten (10) calendar days prior to the closing date for submittal of Quotations, addressed to:

Althea Pemsel, Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street – 5th floor
West Palm Beach, FL 33401
E-Mail: apemsel@wpb.org
Fax: (561) 822-1564

Contact regarding this RFQ with any City Commissioner, officer or employee, other than the Procurement Official, is grounds for disqualification.

3. Submittal

***Time is of the essence* and any Quotations received after 3:00 p.m., Friday, October 7, 2011, will be returned unopened.** In accordance with Sec. 66-63 of the City Code of Ordinances, QUOTATIONS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Respondents are responsible for ensuring that their quote is clocked as received by the deadline indicated. Details regarding submittal of quotations are contained in the next section of this RFQ. Quotations shall comply with the requirements of this RFQ.

4. Evaluation

The City may assemble an evaluation committee to evaluate the quotations from respondents who meet the minimum requirements. The evaluation committee will convene for a public meeting to rank the most advantageous quote meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the evaluation committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive quote which is most advantageous and in the best interest of the City in achieving the study or project.

Each quote will be evaluated individually and in the context of all other quotations. Quotations must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Quotations failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the quote to the lowest priced respondent, and the City reserves the right to award the contract to the respondent submitting the best overall responsive quote which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the quotations received. The City shall be the sole judge of the quotations and the resulting agreement that is in its best interest and its decision shall be final.

At its sole option, the City may select the top three to five respondents and require brief presentations from each respondent before making the final selection.

5. Contract

The Procurement Official will notify the respondent with whom the City will negotiate a contract pursuant to this RFQ. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFQ and will generally not be negotiated. However, if the selected quote identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked Respondent.

Within 7 days of receipt of the City's contract, the selected Respondent must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Respondent or quote to not be in the best interest of the City, and the City may proceed to negotiate with the next best Respondent.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the quote that is in its best interest and its decision shall be final.

6. Additional Procurement Information

The City may issue written addenda regarding this RFQ to all registered Respondents to clarify, comment, correct, supplement, amend or otherwise modify this RFQ prior to the submittal deadline for Quotations.

The City may require additional information from one or more Respondents to supplement or clarify the Quotations submitted. The City may conduct investigations with respect to the qualifications and experience of each Respondent and any team members.

The City reserves the right to reject any and all Quotations received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Quote, if such action is deemed by the City to be in the best interest of City for the project or study.

All Quotations shall become the property of the City and be a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Respondent, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFQ is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFQ are neither warranted nor guaranteed by the City or its advisors and Contractors. Respondents interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFQ and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Respondent to supply the services necessary for successful completion of the services/work defined in this RFQ. Nothing in this RFQ is intended to restrict the City of West Palm Beach in any way in the selection of the quote that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in quotations or best and final offers.

All costs incurred by any party in responding to this RFQ are the sole responsibility of the Respondent.

7. Protest Procedure

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the quote that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

8. Representations by Submittal of Quotations

By submitting a Quote, an interested Respondent warrants, represents and declares that:

1. Person(s) designated as principal(s) of the Respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the quote or in the anticipated contract.
2. The quote is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another quote, and that the quote submitted is, in all respects, fair and in good faith without collusion or fraud.
3. The Respondent understands and agrees to all elements of the quote unless otherwise indicated or negotiated, and that the quote may become part of any contract entered into between the City and the Respondent.
4. By signing and submitting a quote, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
5. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list. Respondent certifies that submittal of its quote does not violate this statute.
6. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of quote information to third parties.

Consulting Services for Infor EAM Sustainability Edition Implementation

SUBMITTAL OF QUOTE

1. General Instructions

Respondent shall submit **one (1) original paper copy, seven (7) paper copies, and one (1) electronic copy (on thumbdrive or CD-ROM, in MS Word or PDF with character recognition)** of the quote to the Procurement Division, at the time and date specified in the legal notice to:

City of West Palm Beach Procurement Division
Attn: Althea Pemsel, Procurement Official
401 Clematis Street – 5th floor
West Palm Beach, FL 33401

Time is of the essence and any Quotations received after the date and time indicated in this RFQ, whether by mail or otherwise, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, QUOTATIONS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Respondents are responsible for ensuring that their quote is clocked as received by the deadline indicated. The City shall in no way be responsible for delays caused by a delivery service or any other occurrence, and such quotations will not be accepted. Offers received by telephone, telegram or facsimile will not be accepted. No modifications to those quotations already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Respondents.

Only one quote may be submitted by each Respondent.

Quotations shall be presented in a clear and concise format, printed on both sides of 8 ½" x 11" paper, in English. Post-consumer recycled paper and other green printing practices are encouraged with the exception of double-sided printing. Each tabbed set shall contain all the information required by this RFQ. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement.

All Quotations must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. **Signatures are required where indicated; failure to do so shall be cause for rejection of quote.**

Quotations shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, RFQ title, deadline date and hour for receipt of Quotations.

2. Respondent's Responsibilities

Each Respondent is required, before submitting its Quote, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFQ. Ignorance on the part of the Respondent will in no way relieve the Respondent of any of the obligations and responsibilities which are a part of this RFQ. This RFQ constitutes the complete set of specification requirements and forms. It is the responsibility of the Respondent to insure that all pages are included. Therefore, all Respondents are advised to closely examine this package and their Quote prior to submittal.

3. Checklist

The Quote must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Introduction Letter and Respondent Information Page **Form P-2**
2. Reference Questionnaire **Form P-3**
3. Project Cost
4. Additional Factors
5. Approach to the Project and Proposed Timeline

6. Conflict of Interest
7. Representations and Disclosures and **Form P-4**
8. Small Business

This checklist is not to be construed as identifying all required submittals for this RFQ and the project/study. Each Respondent is responsible for reading the entire document to ensure compliance.

Detailed information regarding each quote section is set forth below.

1. Introduction Letter:

Provide a letter introducing the respondent, corporate name, address and contact numbers, number of years in business, names of principals and number of employees. Include a brief overview of the respondent's history. Briefly state respondent understands of the services to be provided and make a positive commitment to commence services by November 1, 2011 and complete services in a timely fashion, no later than September 30, 2012.

Indicate the State in which respondent is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida. Include a reproduction of Corporate Charter Registration, if applicable.

Identify the primary person responsible for the quote.

The letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement may result in disqualification.

Include also in this section, Respondent Information Page, Form P-2; any addenda issued; letters of commendation and/or recommendation.

2. Minimum Requirements:

Provide information sufficient to evidence to the City that the respondent meets the minimum requirements. Quotations submitted by respondents that do not meet the minimum requirements will not be considered.

The respondent shall provide a minimum of one (1) client reference for each consultant proposed to provide services which evidences the consultant has core knowledge of Infor EAM Sustainability Edition and Infor EAM 8.3 environments and has successfully completed an upgrade from Infor EAM 8.3 within the past two (2) years.

Client references must have personal knowledge of the consultant's performance.

Client reference information submitted with the quote must include:

- Name of the client
- Project manager on the client side
- Address and telephone number for the technical and functional leads of the client who can be contacted to verify the information provided
- Description of services
- Lessons learned
- Consultant(s) assigned to the project
- Consultant's level of involvement and experience
- Dates services were performed with timeliness of completion
- Original dollar value of contract; dollar value of change orders; total final dollar value of contract.

Additionally, the City is requesting the respondent to provide the Reference Questionnaire, Form P-3, to said client references. Client references shall be requested to submit the completed Form P-3 to the Procurement Division no later than September 30, 2011.

3. Project Cost:

The City has limited funding and the respondent is encouraged to propose the most cost effective solution to complete the project.

Include in this section project components/milestones and respective cost of each. Define estimated travel and expenses. The City is requesting cost of the following be identified:

1. Discovery, Planning & Project Plan
2. Technical assistance with the process design and configuration of Infor EAM Sustainability Edition.
3. Validation and integration testing with functional users and training of super users
4. Conversion, transition & go-live no later than September 30, 2012
5. Post production support for a minimum of (4) four weeks

Provide a total cost. Provide an hourly bill rate for each consultant for additional services or for desired new functionality.

4. Additional Factors:

Identify the project manager and all other key individuals who will be directly involved with this project. Provide resumes and copies of all relevant certifications for each. Resumes shall detail education, experience similar in scope and nature to this project, years of experience and Infor EAM Sustainability Edition and SQL Server database certifications.

If not already included, provide additional information regarding:

- Public sector experience
- Infor EAM Sustainability Edition upgrade experiences similar in scope and nature to this project
- Total number of similar projects successfully completed on schedule and within budget
- Experience integrating 3rd party software and customizations

5. Approach to the Project (Maximum 5 Pages):

The respondent shall submit as part of the quote a detailed project plan including the phases of the implementation, technical and functional resources, estimated time frame for each phase and training recommendations

Summarize the firm's background, expertise, strengths and ability to perform. Include management capacity and system for coordinating the project. The quote shall include a description of the proposed service, with any exhibits or documentation deemed essential, addressing the following phases of the proposed service:

- Overall approach and methods to achieve the project's goals and objectives;
- A timeline schedule indicating major work tasks for the project and number of months for completion;
- Describe involvement of City staff and identify City staff participation by major work task;
- Describe the firm's current work load;
- Methodology intended to implement and accomplish the project including the following:
 - Implementation Services including software installation
 - Project Management Foundation indicating best practice methods indicating deliverables, accountability, early warning, project risk management
 - On time delivery & performance metrics
 - Change Management Methodology
 - Operational Redesign
 - Integrations and Interfaces
 - End User Training
 - Technical Knowledge & Skills Transfer
 - Online Help and System Documentation
 - Post Production Support (4 weeks)

6. Conflict of Interest:

State if the selection of your firm will or may result in any current or potential conflict of interest. If so, specify the party with which the conflict exists or might arise, the nature of the conflict, and whether your firm would step aside or resign from

the engagement or representation creating the conflict. Disclose any material agreements, relationships, retainers, or other arrangements that your firm or any of its employees have with any other investment banking firm, financial advisory firm, law firm, or other person or entity that may create a conflict of interest or the appearance of a conflict of interest.

7. Representation and Disclosures:

A. By submitting its Quote, Respondent acknowledges that its Quote may become part of any contract entered into between the City and Respondent for the project or study.

B. By submitting its Quote, Respondent shall make the following representations and disclosures, and shall submit **Form P-4**:

1. **Conflict of Interest.** Respondent has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Respondent has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Respondent has disclosed the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its affiliates or team members
The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.
2. **Good Faith.** Respondent represents that the Quote is made without connection with any persons, company or party submitting another quote, and that it is in all respects fair and in good faith without collusion or fraud.
3. **Financial.** Respondent certifies that Respondent has not filed for bankruptcy in the past five (5) years.
4. **Criminal.** Respondent certifies that neither Respondent nor any of Respondent's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
5. **Procurement.** Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
6. **No Contingency.** Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
7. **Truth in Negotiation.** Respondent certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Respondent's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-Contractors or sub-contractors.
8. **Use of Funds.** Respondent certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
9. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of Quote information to third parties.

8. **Small Business Participation:**

A goal for SB participation under this RFQ has been set **in the minimum amount of 0%** of the total contract value. Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

Consulting Services for Infor EAM Sustainability Edition Implementation
GENERAL TERMS AND CONDITIONS

1. Ethics Requirements.

No Respondent may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

2. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Respondents are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

3. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

4. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFQs and quotations shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Respondent believes any of the information contained in its Quote is exempt from the public records law, then the Respondent must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

5. Non-discrimination

Respondent shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

6. Rights and Privileges; No Assignment

The selected Respondent will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

7. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFQ.

8. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Respondent to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/Respondent should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

9. Right to Contract for similar/additional services.

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFQ shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously

provided by the quote. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

10. Ownership of Documents

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Respondent. Respondent acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

11. Quote

The successful Respondent will be required to assume responsibility for all services offered in its quote whether or not such services are provided by Respondent or a subcontractor. Further, the selected Respondent shall be the sole point of contact with regard to all contractual matters.

12. Indemnity

Respondent agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Respondent in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Respondent's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Respondent. This indemnification includes, but is not limited to, the performance of the contract by Respondent or any act or omission of Respondent, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Respondent agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Respondent under this indemnification provision. To the extent considered necessary by the City, any sums due Respondent under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Respondent to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

13. Disclosures and Disclaimers

This Request for Quotations ("RFQ") is being issued by the City of West Palm Beach (hereinafter known as "City"). Any action taken by the City in response to quotations made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such quotations, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFQ either before or after receiving quotations, may accept or reject quotations, and may accept quotations which deviate from the RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting quotations in response to this RFQ (each such party being hereinafter known as "Respondent").

Following submission of a quote, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the quote and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Respondent's own risk. Respondents should rely

exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any quote conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFQ, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQ. All costs incurred by a Respondent in preparing and responding to this RFQ are the sole responsibility of the Respondent. Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any quote submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such quote.

This RFQ is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFQ is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFQ, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Respondent shall be made before the City which may include one or more Respondents. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFQ.

The City reserves the right to select the quote which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of quotations. All expenses in preparing the quote and any re-submittals shall be borne by the Respondent.

The City and the Respondent will be bound only if and when a quote, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Respondent and the City, and then only pursuant to the terms of a contract executed by the Respondent and the City. All or any responses to this RFQ may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all quotations and supporting data shall be subject to disclosure as required by such laws. All quotations shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

REGISTRATION FORM

So the City may know of your interest in receiving any addenda issued for this RFQ, please complete and return this form to the Procurement Division prior to **5:00 P.M. EST September 30, 2011**. This is not a requirement.

It is the responsibility of the Respondent to ensure receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax(_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

CITY OF WEST PALM BEACH PROCUREMENT DIVISION401 Clematis St. 5th Floor, West Palm Beach, FL 33401

Office: 561-822-2100 - Fax: 561-822-1564

To: Client Company
 Attn: Client Contact name and Title
 Via Email: Client Contact email address

Subject: Reference Questionnaire

Please complete the following questions regarding the below named firm and consultant and return at your earliest possible convenience to apemsel@wpb.org or fax to 561-822-1564. Thank you for your time.

Firm: Name of respondent
 Consultant: Name of consultant
 Name of Project:
 Dates of Performance:

1. Please define the scope of services provided.
2. Did the consultant demonstrate proficiency in the functional and/or technical capabilities of Infor EAM Sustainability application? What percentage of effort was spent on technical versus functional consultants?
3. What 3rd party products were interfaced successfully with Infor EAM Sustainability Edition?
4. What percentage of your business practice did you change to avoid customization?
5. Was the firm's project team entirely dedicated to your installation or, were they also committed to other clients at the same time? Was there turnover at any stage of the project? If yes, please specify.
6. What if any, resource augmentation did the firm use (i.e. sub-contractors) and in what capacity? How was that relationship managed?
7. Did the firm provide you with test scripts or any documentation related to training, configuration, interfaces and software modifications?
8. How would you rate the firm on a scale of high (10) to low (1) for the following (Indicate N/A if not applicable):
 - Quality of Statement of Work & Implementation Methodology
 - Technical Knowledge
 - Quality of Training
 - Project Management
 - Troubleshooting/Problem Solving
 - Communication with Management
 - Quality of Validation & Integration Testing
 - Quality of GoLive & Post Production Support
 - Overall Satisfaction

9. What were the top 3 biggest issues or problems encountered during the project and, what actions did the firm take to solve them? Were there penalties for non-performance (e.g. time, budget, quality)?

10. Would you hire this firm again?

Comments:

Reference completed by: _____
Signature Print Name

Title Date Telephone

Procurement Division/Small Business Program
 401 Clematis St., 5th Floor, West Palm Beach, FL 33401



Tel. (561) 822-2100
 Fax (561) 822-1564
 Website: www.wpb.org/sbiz

Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. **Submit this form with your bid/quote.**

SECTION I. General Information

Bidder's Name: _____

Preparer's Name: _____ Title _____

RFQ Title: _____ Project Number: _____

RFQ Number: _____ SB Goal (if established): _____ %

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below has agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be Performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program
401 Clematis St., 5th Floor, West Palm Beach, FL 33401

Tel: 561-822-2100
Fax: 561-822-1564
Website: www.wpb.org/sbiz

Form SB02

Subcontractors Listing

Bidder's Name: _____ Telephone No. _____

RFQ Title: _____ RFQ No.: _____

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program
 401 Clematis St., 5th Floor, West Palm Beach, FL 33401
 Tel. (561) 822-2100
 Fax (561) 822-1564
 Website: www.wpb.org/sbiz

Form SB03

Letter of Intent

Instructions: The Bidder/Respondent will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Respondent to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Note:** This form needs to be completed for each certified Small Business selected.

SECTION I. General Information

Respondent's Name: _____

RFQ Title: _____

RFQ Number: _____

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



CONSULTING AGREEMENT

Matter No.
RFQ 10-11-Q047

THIS AGREEMENT is made by and between the CITY OF WEST PALM BEACH, FLORIDA, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (“City”) and _____, a _____ corporation with an address of _____ (“Consultant”).

WITNESSETH

WHEREAS, the City issued Request for Quotations # _____ (the “RFQ”) pursuant to state and local law to solicit quotations for _____ (the “Services”); and

WHEREAS, Consultant responded to the RFQ by submitting its quote dated _____ (the “Quote”), and

WHEREAS, the City selected Consultant as the best qualified to perform the services; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Consultant desire to enter into a professional services agreement (the “Agreement”), the terms of which follow:

WHEREAS, the City desires to engage Consultant to provide such services to the City according to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, the City and Consultant do hereby agree as follows:

1. **SERVICES.**

Consultant shall provide the services described in the _____, attached hereto as **Exhibit “A”** for _____ (which services are hereinafter referred to as the “Services”). In the event of a conflict between the _____ and this Agreement, the Agreement shall control. Consultant shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. Time shall be of the essence with respect to all matters set forth in this Agreement.

1.2 The Services shall be completed, to City’s satisfaction, in its sole discretion, within _____() days from the Effective Date of this Agreement. The “Effective Date” shall be the date this Agreement is executed by the later of the City and Consultant.

2. **TERM.** The term of the engagement under this Agreement shall commence on the Effective Date and shall continue until satisfactory completion of the Services.

3. COMPENSATION.

3.1 Fee. In consideration of the satisfactory performance of the Services by Consultant, and the performance by Consultant of all of its other duties and obligations as set forth in this Agreement, the City shall pay Consultant the total sum of _____ Dollars (\$000.00) (“Fee”). The Fees shall be paid in accordance with the payment schedule attached hereto as **Exhibit “_____”**.

The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

3.2 Payment. Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

[Alternate: Travel Expenses] The City shall reimburse Consultant for travel expenses in connection with the provision of Services in accordance with the City’s Travel Expense Policy attached hereto as **Exhibit “_____”**. The amount to be reimbursed by City shall not exceed _____ Dollars (\$_____).

3.3 Invoices. Invoices must identify the PO number and shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service.

3.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Services.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT

4.1 Authority. Consultant hereby represents and warrants to the City that it has full power and authority to enter into this Agreement and fully perform its obligations hereunder without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

4.2 Duly Licensed. Consultant represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

4.3 No Contingency. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

4.4 Truth-In-Negotiation. Execution of this Agreement by Consultant shall be deemed certification that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer’s other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The fees and expenses payable under this Agreement shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. The City shall exercise its rights under this provision within one (1) year following final payment.

5. STANDARD OF CARE. The standard of care for all Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession practicing under similar circumstances or at the same time and in the same locality.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

7. INDEPENDENT CONTRACTOR. Consultant acknowledges and agrees that it is an independent contractor of the City and is not an employee of the City. Consultant more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City’s workers’ compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Consultant hereunder. Consultant acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Consultant shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Consultant’s duties hereunder. Consultant shall be responsible to the City for all work or services performed by Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

8. RIGHT TO AUDIT. Consultant shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Consultant’s books and records, at the City’s expense, upon prior notice, with regard to the Services provided to the City hereunder. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City.

9. PROPERTY RIGHTS. All work product, including but not limited to tracings, plans, drawings, sketches, photographs, videos, illustrations, PowerPoint presentations, specifications, maps, computer files, electronic data and reports prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material or work product developed under this Agreement. Any reuse of Consultant’s prepared documents by the City, except for the specific purpose intended hereunder, will be at City’s sole risk and without liability or legal exposure to Consultant or its sub-consultants.

10. INSURANCE.

10.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subconsultant of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

10.2 The insurance required shall be written for not less than the following limits of liability. Coverages shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

(1) General Liability – coverage in the minimum amounts specified below, and with a maximum deductible of \$25,000 per occurrence.

General Liability	\$1,000,000 500,000 per occurrence \$1,000,000 aggregate annually
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Property Damage	\$500,000 per occurrence \$1,000,000 aggregate annually
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(2) Automobile Liability \$1,000,000~~300,000~~ combined single limit per occurrence

(3) Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

10.3 Certificates of Insurance shall be delivered to City prior to execution of this Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until a minimum of 10 days prior notice of cancellation for non-payment or 45 days' prior notice of cancellation otherwise. All certificates for general liability coverages shall name the City as an Additional Insured. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. Consultant shall furnish one copy each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Agreement. The Certificate of Insurance shall be dated and show the name of the insured Consultant, the specific Project or Agreement by name and RFQ or Procurement number, the name of the insurer, the number of the policy, its effective date, and its termination date.

11. INDEMNITY. Consultant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Consultant in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the performance of this Agreement by Consultant or any act or omission of Consultant, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Consultant agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

12. TERMINATION.

12.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Consultant. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms set forth herein.

12.2 Consultant shall immediately deliver all documents, written information and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

12.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section shall survive termination of this Agreement and remain in full force and effect.

13 NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Consultant at the address on the first page of this Agreement, attention: _____ or to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be

designated by a party in a written notice given in the manner required hereby.

14. **TAXES.** Consultant understands that in performing the Services for the City, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

15. **AVAILABILITY OF FUNDS.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Consultant. The City shall be the sole and final authority as to the availability of funds.

16. **NON-DISCRIMINATION.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for service delivery.

17. **ASSIGNMENT.** This Agreement requires the personal skills and experience of Consultant and may not be assigned by Consultant. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

18. **FORCE MAJEURE.** Any deadline provided for in this Agreement may be extended, as provided herein, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

19. **NO CONFLICTS.**

19.1 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any interest shall be employed or engaged by it for said Services.

19.2 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

19.3 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

19.4 Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

19.5 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

20. PUBLIC ENTITY CRIMES ACT. Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and its subconsultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a quote for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

21. PUBLIC RECORDS LAW. Consultant shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

22. LOBBYING CERTIFICATION. Consultant certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. UNAUTHORIZED ALIENS/PATRIOT'S ACT. The knowing employment by Consultant or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that the Consultant is notified or becomes aware of such default, the Consultant shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Consultant's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

24. SMALL BUSINESS REQUIREMENTS. Consultant shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Consultant shall comply with the small business commitment contained in Consultant's Quote, or as approved by the Small Business Division. Consultant shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

25. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The City and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

26. SEVERABILITY. In the event that any term or provision hereunder (or the application thereof to any person or circumstances) shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

27. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

28. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

29. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Quote, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFQ; and (3) the Quote. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

30. ENTIRE AGREEMENT. This Agreement, including the RFQ and the Quote, and exhibits embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the City and Consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated below.

ATTEST:

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____
Geraldine Muoio, Mayor

Date: _____, 2011

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: _____/ Date: _____

CONSULTANT

By: _____

Print Name: _____

Title: _____