



MEMORANDUM

TC

Agenda Item No. 3(C)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

DATE: October 16, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Resolution approving Fifth Amendment
to the Consulting Services Agreement
between Miami-Dade County and
The Center for Airport Management

The attached Fifth Amendment to the Consulting Services Agreement with The Center For Airport Management (CAM) and Miami-Dade County has been prepared by the Miami-Dade Aviation Department (MDAD) and is recommended for approval. Although the agreement provided for an initial term of two years with eight one-year options to extend, a waiver of competitive bids is legally required and is recommended. It is also recommended that the Board authorize the County Manager to execute said amendment on behalf of the County.

MODIFICATION NO.: Fifth Amendment

PROJECT NAME: Consulting Services Agreement for Implementation
of Food and Beverage and Retail Concessions
Transition Program

PROJECT NO.: N/A

PROJECT LOCATION: MIA Terminal Building

PROJECT DESCRIPTION: The Consultant shall provide the following services:

1. Assist in the selection, evaluation and contract negotiations of the Food and Beverage Master Developer(s)/Operator(s);
2. Assist the airport in defining the concept for the 30% allocation for the food and beverage space;
3. Assist in determining how to develop the 30% for the food and beverage including location and type of business in order to improve the tenant mix;
4. Assist in the qualifications process of the 30% for food and beverage;
5. Provide technical assistance in the evaluation of the concession agreements for the food and beverage for the

6. Develop and make recommendations on a detailed project phasing/implementation plan to address the timing of tenant solicitation/selection and construction activities associated with the transition program;
7. Assist in recruiting and qualifying DBE's for airport concession opportunities;
8. Develop out-reach efforts to interest operators in the Airport's plans, programs and opportunities;
9. Assist with other assignments, as required.

FIRM: The Center for Airport Management

LOCATION OF FIRM: 222 S.W. Harrison Street, #G06
Portland, Oregon 97201

COMPANY PRINCIPALS: Sheldon Klapper

HOW LONG IN BUSINESS: Eleven (11) years

GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN: Non-Hispanic White Male

PREVIOUS AGREEMENT WITH THE COUNTY: None

ORIGINAL AGREEMENT AMOUNT: \$500,000

TERM OF AGREEMENT: Two years with eight one-year renewal options

PREVIOUS MODIFICATIONS: \$250,000 and exercise the first one-year renewal option
\$275,000 and exercise the second one-year renewal option
\$188,500 and exercise the third one-year renewal option
\$200,000 and exercise the fourth one-year renewal option

AMOUNT OF RECOMMENDED MODIFICATION: \$200,000 and exercise the fifth one-year renewal option

ADJUSTED AGREEMENT AMOUNT: \$1,613,500

PERCENT CHANGE THIS MODIFICATION: 40% (based on the original agreement amount)

JUSTIFICATION:

The recommended Fifth Amendment will allow the Consultant to perform the following elements/tasks:

(1) Concession Planning & Programming This element, will consist of ongoing reviews and potential changes to the initial concession master plan that are required due to the impact of the new security procedures and the revisions to enplanement projections and the CIP. Specific tasks include finalizing documentation of the revised Concessions Master Plan; investigating additional concessions opportunities in Concourses H and J; interpreting survey results; finalizing North, Central and South terminal proformas and submit appropriate financial and performance analyses to assure the feasibility of revised food, beverage and retail concessions plan for American Eagle in Zone E; continuing to analyze changes in traffic flow and dwell time in affected segments of the terminal and concourses due to changes in security procedures, passenger motivation, airline changes and concession location due to changes in the CIP.

(2) Outreach Effort This element includes updating and refining a list of potential concessionaires; assisting in marketing to targeted concessionaires; conducting prospective tenant meetings, assisting in identifying community resources, organizations and media; and, other specialty retail or food and beverage outreach efforts as requested.

(3) Solicitation Process. This element includes assisting in the development of the major upcoming solicitations for the North and South terminals, club rooms, foreign currency, duty free and shoe shine, and provide technical assistance as required during the evaluation, selection and negotiation processes.

The Department is moving forward with the implementation of the Retail Concessions Master Plan. Approval of this Fourth Amendment to the Consulting Services Agreement with The Center for Airport Management is recommended as being in the best interest of the County in assuring that progress continues towards the achievement of program goals and objectives.

USING AGENCY:

Aviation Department

FUNDING SOURCE:

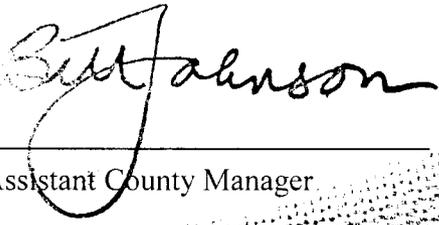
Aviation Revenue Bonds

**RECOMMENDED
CONTRACT MEASURES
PURSUANT TO FIRST
AMENDMENT:** 20% BBE Goal

**CONTRACT MEASURES
ACHIEVED:** 17% BBE Goal

**APPROVAL FOR LEGAL
SUFFICIENCY:** Yes

DBD REVIEW: Yes


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: November 4, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- _____ **“4-Day Rule” (“3-Day Rule” for committees) applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Bid waiver requiring County Manager’s written recommendation**
- _____ **Ordinance creating a new board requires detailed County Manager’s report for public hearing**
- _____ **Housekeeping item (no policy decision required)**
- _____ **No committee review**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF
FIFTH AMENDMENT TO CONSULTING SERVICES
AGREEMENT WITH THE CENTER FOR AIRPORT
MANAGEMENT; WAIVING COMPETITIVE BIDS**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Fifth Amendment to the Consulting Services Agreement between Miami-Dade County and the Center for Airport Management, dated December 16, 1997, which Amendment increases the funding for the extension to the contract period exercised at the option of the County by an amount not to exceed \$200,000, for the one year period and is effective December 16, 2003, all as more particularly set forth in the accompanying memorandum from the County Manager. This Board authorizes the County Manager or his designee to execute the Fifth Amendment in substantially the form attached hereto, for and on behalf of Miami-Dade County. The competitive process for this Fifth Amendment is hereby waived upon the written recommendation of the County Manager.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The motion was
seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of November, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency

RW

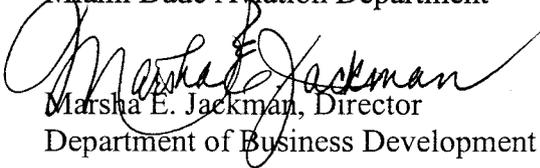
By: _____
Deputy Clerk



MEMORANDUM

TO: Angela Gittens, Director
Miami Dade Aviation Department

DATE: September 12, 2003

FROM: 
Marsha E. Jackman, Director
Department of Business Development

SUBJECT: **Change Order** - RFQ MDAD 36B
Fifth Amendment for The Center for
Airport Management

The attached change order has been reviewed by the Department of Business Development (DBD) for compliance with the Minority and Women Business Enterprise (M/WBE) Ordinances (94-94, 94-95, 94-96). The prime consultant, The Center for Airport Management LLC (CFAM), is utilizing Carmen Morris & Associates (CMA) a Black Business Enterprise (BBE) firm, to achieve a 20% goal. Based on the most recent Monthly Utilization Report, the contract is 59% complete and CMA has utilized 17% of their 20% goal. DBD will continue to monitor this contract and apprise you of the prime consultant's compliance status.

Should you have any questions, please contact Sheila K. Martinez, at (305) 375-1376. Thank you.

c: George Burgess, County Manager

**FIFTH AMENDMENT
TO CONSULTING SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND
THE CENTER FOR AIRPORT MANAGEMENT, AS CONSULTANT**

THIS FIFTH AMENDMENT, entered into this ____ day of _____, 2003 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and The Center for Airport Management, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, on December 16, 1997, the Board of County Commissioners (BCC) approved by motion Item No. 7F2F and authorized a consulting services agreement ("Agreement") to provide the County with assistance for the implementation of a Food & Beverage and Retail Concession program at the Miami International Airport, between the parties hereto; and

WHEREAS, the County through the Agreement has reserved the right to extend the Agreement for up to eight terms of one year each; and

WHEREAS, on March 21, 2000, the Board of County Commissioners approved a First Amendment to extend the Agreement for a one-year period from December 16, 1999 to December 15, 2000 and authorizing total payments for services performed and reimbursement expenses not to exceed \$250,000 for the one year extension period; and

WHEREAS, on January 23, 2001 the Board of County Commissioners approved the retroactive Second Amendment to extend the Agreement for a one year period from December 16, 2000 to December 15, 2001; and authorizing total payments for services performed and reimbursement expenses not to exceed \$275,000 for the one year extension period; and

WHEREAS, on January 29, 2002, the Board of County Commissioners approved the retroactive Third Amendment to extend the agreement for a one year period from December 16, 2001 to December 15, 2002 and authorized total payments for services performed and reimbursement expenses not to exceed \$188,500 for the one year extension period, and

WHEREAS, on November 19, 2002, the Board of County Commissioners approved the Fourth Amendment to extend the Agreement for a one-year period from

December 16, 2002 to December 15, 2003 and authorized total payments for services performed and reimbursement expenses not to exceed \$200,000 for the one year extension period; and

WHEREAS, the Fifth Amendment is to extend the Agreement for a one-year period from December 16, 2003 to December 15, 2004 and authorizing total payments for services performed and reimbursement expenses not to exceed \$200,000 for the one year extension period; and

WHEREAS the County desires the Consultant to perform additional consulting services, within the scope of the Agreement and the Consultant is willing to provide such additional services under the terms and conditions of the Agreement for the one year extension period.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to amend the Agreement, as follows:

1. In Article 4, Compensation, Section 4.1 – Basic Services,

Delete the second and third sentences in the first Paragraph as amended in the first agreement which now read as follows:

Unless otherwise authorized by Amendment to this Agreement, total payment for services performed and reimbursement expenses shall not exceed \$500,000 over the two year period of the Term of this Agreement. During the County exercised extension period, the County, through the Department, shall provide funding for the one-year period December 16, 2002 to December 15, 2003. Total payment for services performed and reimbursement expenses shall not exceed \$200,000 for this one-year extension period exercised by the Department through the Fourth Amendment.

Substitute the second and third sentences in the first Paragraph as follows:

Unless otherwise authorized by Amendment to this Agreement, total payment for services performed and reimbursement expenses shall not exceed \$500,000 over the two-year period of the Term of this Agreement. During the County exercised extension period, the County, through the Department, shall provide funding for the one-year period December 16, 2003 to December 15, 2004. Total payment for services performed and reimbursement expenses shall not exceed \$200,000 for this one-year extension period exercised by the Department through this Fifth Amendment.

2. In all other respects, the Agreement dated December 16, 1997, shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF, the parties hereto have this Fifth Amendment to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
A political subdivision of the State
of Florida

HARVEY RUVIN, CLERK

BY ITS BOARDS OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

The Center for Airport Management *cc*

By: *Carmen Weatland*
Carmen Weatland
Print Name

By: *Sheldon Klapper*
President

Approved for Form and Legal Sufficiency

By: *R Wood*
Assistant County Attorney

MIAMI-DADE COUNTY

**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS**

:

Project Title FOOD & BEVERAGE AND RETAIL CONCESSION PROGRAM

Project Number NA

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, SHELDON KLAPPER (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of
THE CENTER FOR AIRPORT MANAGEMENT, LLC
(Name of Firm/Respondent)

222 SW HARRISON STREET-#GO6/PORTLAND, OR 97201
(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

_____ (Sole Proprietor) (Partner) (President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

THE CENTER FOR AIRPORT MANAGEMENT, LLC

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

THE CENTER FOR AIRPORT MANAGEMENT, LLC

222 SW Harrison Street - #GO-6/Portland, OR 97201

Sheldon Klapper, Manager/Member

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

Sheldon Klapper, Manager/Member

The Center For Airport Management, LLC/222 SW Harrison Street - #GO-6

Portland, OR 97201

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Sheldon Klapper, Manager/Member (100%)

The Center For Airport Management, LLC/222 SW Harrison Street - #GO-6

Portland, OR 97201

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

NA

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)**

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

NONE

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: NA

(a) President: _____	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: NA

(c) _____ (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):
10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.
11. Attach a list reflecting the current breakdown of the entity's work force and ownership as to race, national origin and gender.

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY
DURING THE LAST FIVE (5) YEARS: NA**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(1)

_____	\$ _____	\$ _____	_____ %
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Summary of
Construction
Work performed

Litigation
Arising out
of Contract

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(2)

_____	\$ _____	\$ _____	_____ %
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Summary of
Construction
Work performed

Litigation
Arising out
of Contract

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
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(1)

12/16/97	\$ 500,000	\$ 500,000	0 %
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Name of Dept. & Summary of Professional Services performed	AVIATION DEPARTMENT ASSIST WITH IMPLEMENTATION OF FOOD & BEVERAGE AND RETAIL CONCESSION PROGRAM AT MIA.
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Litigation Arising out of Agreement	NONE
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(2)

2/17/99	\$ 250,000	\$ 250,000	0 %
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Name of Dept. & Summary of Professional Services performed	SAME AS ABOVE. AMENDMENT FOR PRIOR YEAR #1 EXISTING AMENDMENT TO INCORPORATE OPTION YEAR ONE OF EIGHT YEARS.
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Litigation Arising out of Agreement	NONE
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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3) 1/23/01	\$ 275,000	\$ 275,000	0 %

Name of Dept. & Summary of Professional Services performed: SAME AS ABOVE.
AMENDMENT FOR PRIOR YEAR #2 EXISTING AMENDMENT
TO INCORPORATE OPTION YEAR TWO OF EIGHT OPTION YEARS.

Litigation Arising out of Agreement: NONE

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(4)
1/29/02 \$ 188,500 \$ 188,500 0 %

Name of Dept. & Summary of Professional Services performed: SAME AS ABOVE.
AMENDMENT FOR PRIOR YEAR #3 EXISTING AMENDMENT TO
INCORPORATE OPTION YEAR THREE OF EIGHT OPTION YEARS.

Litigation Arising out of Agreement: NONE

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(ADD EXTRA SHEET(S) IF NEEDED.)

(5)

12/16/02 \$ 200,000 \$ 200,000 0 %

Name of Dept. &
Summary of Professional
Services performed SAME AS ABOVE.
AMENDMENT FOR PRIOR YEAR #4 EXISTING AMENDMENT TO
INCORPORATE OPTION YEAR FOUR OF EIGHT OPTION YEARS.

Litigation Arising out
of Agreement NONE

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

A. How long has firm been in business? 12 YEARS

B. Has the firm, or the principals of
the firm, ever done business under
another name or with another firm? NO
If so, attach separate sheet(s)
listing same information as in parts
I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1) <u>JFK INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(2) <u>MSP INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(3) <u>CVG INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(4) <u>IAH INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(5) <u>BOS INTL. AIRPORT</u>	<u>Concession Program Consulting</u>

- | | | |
|------|-------------------------------|--------------------------------------|
| (6) | <u>ORD INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (7) | <u>SEA INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (8) | <u>WASHINGTON DC AIRPORTS</u> | <u>Concession Program Consulting</u> |
| (9) | <u>ORF INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (10) | <u>LAX INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (11) | <u>JAX INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (12) | <u>SAN INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (13) | <u>RSW INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |

(ADD EXTRA SHEET(S) IF NEEDED.)

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

1. 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 with 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.

2. 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.

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

1. A predecessor or successor of a person convicted of a public entity crime: or

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

4. 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.

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

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

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, **AND [Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

AFF-9

November, 2000-R

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_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS AFFIDAVIT

The above named entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

**COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES
(AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT)
ORDINANCE NO. 98-30**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any Firm/Respondent which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.

DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION
ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

_____ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action plan to the Department of Business Development for review.

_____ My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

 X My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

_____ My firm has a Board of Directors which is representative of the population make-up of the nation.
(Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By: Sheldon Klapper 8/22/03
Signature of Affiant Date

SHELDON KLAPPER, PRESIDENT 93-1308486
Printed Name of Affiant and Title Federal Employment Identification Number

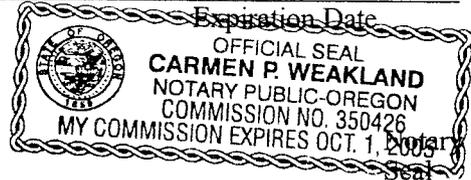
SUBSCRIBED AND SWORN TO (or affirmed) before me this 22nd day of August, 2003

He/She is personally known to me or has presented _____ as identification.

Carmen P. Weakland Type of identification
Signature of Notary 350426 Serial Number

Carmen P. Weakland 10-1-05
Print or Stamp Name of Notary Expiration Date

Notary Public - State of OREGON



10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.

11. Attach a list reflecting the current breakdown of the entity's work force and ownership as to race, national origin and gender.

➤ 4 WHITE MALES

➤ 2 WHITE FEMALES

BENEFIT SUMMARY

POLICY INFORMATION

Group Policy Name: THE CENTER FOR AIRPORT MANAGEMENT LLC
 Group Policy Number: 5647
 Plan Name/Type: PREFERRED 25/200A

Employee Eligibility Requirements

Minimum Hour Requirement: FORTY (40) HOURS
 Waiting Period for New Employees: 1ST OF MONTH FOLLOWING HIRE DATE

SCHEDULE OF BENEFITS

Maximum Lifetime Benefit..... \$2,000,000

Out-Of-Pocket Limit

Participating Providers..... \$1,000 per person / \$2,000 per family
 Nonparticipating Providers..... \$5,000 per person per calendar year

Once the participating provider out-of-pocket limit has been met, this plan will pay 100% of covered charges for participating and network not available providers for the rest of that calendar year. Once the nonparticipating provider out-of-pocket limit has been met, this plan will pay 100% of covered charges for all providers for the rest of that calendar year. Benefits paid in full and nonparticipating provider charges in excess of the PacificSource fee allowance do not accumulate toward the out-of-pocket limit.

SERVICE:	COPAY:	PARTICIPATING PROVIDER/ NETWORK NOT AVAILABLE BENEFIT AFTER COPAY:	NONPARTICIPATING PROVIDER BENEFIT AFTER COPAY:
PREVENTIVE CARE			
Well Baby Care	\$25 per visit	100%	80%
Routine Physicals (max. \$250 every 24 months)	\$25 per visit	100%	80%
Routine Gynecological Exams	\$15 per visit	100%	80%
Eye Exams (one every 24 months)	\$25 per visit	100%	80%
Immunizations		100%	80%
PROFESSIONAL SERVICES			
Office and Home Visits	\$25 per visit	100%	80%
Urgent Care Center Visits	\$25 per visit	100%	80%
Surgery	\$50 per visit	100%	80%
HOSPITAL SERVICES			
Inpatient Room and Board	\$200 per admit	100%	80%
Inpatient Rehabilitative Care	\$200 per admit	100%	80%
Skilled Nursing Facility Care	\$200 per admit	100%	80%
OUTPATIENT SERVICES			
Outpatient Surgery	\$50 per admit	100%	80%
Diagnostic/Therapeutic Radiology & Lab		90%	80%
CT Scans and MRIs	\$50 per procedure	100%	80%
Emergency Room Visits *	\$50 per visit	100%	80%
MENTAL HEALTH/CHEMICAL DEPENDENCY SERVICES			
Office Visits	\$25 per visit	100%	80%
Inpatient Care	\$200 per admit	100%	80%
Residential Programs	\$50 per admit	100%	80%

* In true medical emergencies, nonparticipating providers are paid at the participating provider level.

SERVICE:	COPAY:	PARTICIPATING PROVIDER/ NETWORK NOT AVAILABLE BENEFIT AFTER COPAY:	NONPARTICIPATING PROVIDER BENEFIT AFTER COPAY:
OTHER COVERED SERVICES			
Physical Therapy	\$25 per visit	100%	80%
Allergy Injections	\$5 per visit	100%	80%
Ambulance, Ground		80%	80%
Ambulance, Air		50%	50%
Durable Medical Equipment		80%	50%
Home Health Care		80%	50%
PRESCRIPTION DRUGS			
Formulary Generic Drugs	\$15	100%	50% (no copay)
Formulary Brand Name Drugs	\$30	100%	50% (no copay)
NonFormulary Drugs	\$35	100%	50% (no copay)

Payment to providers is based on the prevailing or contracted PacificSource fee allowance for covered services. Although, participating providers accept the fee allowance as payment in full, nonparticipating providers may not. Services of nonparticipating providers could result in out-of-pocket expense in addition to the percentage indicated. Network Not Available payment is allowed when PacificSource has not contracted with providers in the geographical area of the insured's residence or work for a specific service or supply. Payment to providers for Network Not Available is based on the usual, customary, and reasonable charge for the geographical area in which the charge is incurred.

* *In true medical emergencies, nonparticipating providers are paid at the participating provider level.*

**FIFTH AMENDMENT
TO CONSULTING SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND
THE CENTER FOR AIRPORT MANAGEMENT, AS CONSULTANT**

THIS FIFTH AMENDMENT, entered into this _____ day of _____, 2003 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and The Center for Airport Management, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, on December 16, 1997, the Board of County Commissioners (BCC) approved by motion Item No. 7F2F and authorized a consulting services agreement ("Agreement") to provide the County with assistance for the implementation of a Food & Beverage and Retail Concession program at the Miami International Airport, between the parties hereto; and

WHEREAS, the County through the Agreement has reserved the right to extend the Agreement for up to eight terms of one year each; and

WHEREAS, on March 21, 2000, the Board of County Commissioners approved a First Amendment to extend the Agreement for a one-year period from December 16, 1999 to December 15, 2000 and authorizing total payments for services performed and reimbursement expenses not to exceed \$250,000 for the one year extension period; and

WHEREAS, on January 23, 2001 the Board of County Commissioners approved the retroactive Second Amendment to extend the Agreement for a one year period from December 16, 2000 to December 15, 2001; and authorizing total payments for services performed and reimbursement expenses not to exceed \$275,000 for the one year extension period; and

WHEREAS, on January 29, 2002, the Board of County Commissioners approved the retroactive Third Amendment to extend the agreement for a one year period from December 16, 2001 to December 15, 2002 and authorized total payments for services performed and reimbursement expenses not to exceed \$188,500 for the one year extension period, and

WHEREAS, on November 19, 2002, the Board of County Commissioners approved the Fourth Amendment to extend the Agreement for a one-year period from

December 16, 2002 to December 15, 2003 and authorized total payments for services performed and reimbursement expenses not to exceed \$200,000 for the one year extension period; and

WHEREAS, the Fifth Amendment is to extend the Agreement for a one-year period from December 16, 2003 to December 15, 2004 and authorizing total payments for services performed and reimbursement expenses not to exceed \$200,000 for the one year extension period; and

WHEREAS the County desires the Consultant to perform additional consulting services, within the scope of the Agreement and the Consultant is willing to provide such additional services under the terms and conditions of the Agreement for the one year extension period.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to amend the Agreement, as follows:

1. In Article 4, Compensation, Section 4.1 – Basic Services,

Delete the second and third sentences in the first Paragraph as amended in the first agreement which now read as follows:

Unless otherwise authorized by Amendment to this Agreement, total payment for services performed and reimbursement expenses shall not exceed \$500,000 over the two year period of the Term of this Agreement. During the County exercised extension period, the County, through the Department, shall provide funding for the one-year period December 16, 2002 to December 15, 2003. Total payment for services performed and reimbursement expenses shall not exceed \$200,000 for this one-year extension period exercised by the Department through the Fourth Amendment.

Substitute the second and third sentences in the first Paragraph as follows:

Unless otherwise authorized by Amendment to this Agreement, total payment for services performed and reimbursement expenses shall not exceed \$500,000 over the two-year period of the Term of this Agreement. During the County exercised extension period, the County, through the Department, shall provide funding for the one-year period December 16, 2003 to December 15, 2004. Total payment for services performed and reimbursement expenses shall not exceed \$200,000 for this one-year extension period exercised by the Department through this Fifth Amendment.

2. In all other respects, the Agreement dated December 16, 1997, shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF, the parties hereto have this Fifth Amendment to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
A political subdivision of the State
of Florida

HARVEY RUVIN, CLERK

BY ITS BOARDS OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

The Center for Airport Management *llc*

By: Carmen Wea Klais
Carmen Wea Klais,
Print Name

By: Sheldon Klapper
President

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

MIAMI-DADE COUNTY

**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND
CERTIFICATIONS**

:

Project Title FOOD & BEVERAGE AND RETAIL CONCESSION PROGRAM

Project Number NA

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, SHELDON KLAPPER (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of
THE CENTER FOR AIRPORT MANAGEMENT, LLC
(Name of Firm/Respondent)

222 SW HARRISON STREET-#GO6/PORTLAND, OR 97201
(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

_____ (Sole Proprietor) (Partner) (President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

THE CENTER FOR AIRPORT MANAGEMENT, LLC

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

THE CENTER FOR AIRPORT MANAGEMENT, LLC
222 SW Harrison Street - #GO-6/Portland, OR 97201
Sheldon Klapper, Manager/Member

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

Sheldon Klapper, Manager/Member
The Center For Airport Management, LLC/222 SW Harrison Street - #GO-6
Portland, OR 97201

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Sheldon Klapper, Manager/Member (100%)
The Center For Airport Management, LLC/222 SW Harrison Street - #GO-6
Portland, OR 97201

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

NA

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

NONE

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: NA

(a) President: _____	(b) President: _____
Vice-Pres: _____	Vice-Pres: _____
Secretary: _____	Secretary: _____
Treasurer: _____	Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: NA

(c) _____ (Name)	(d) _____ (Name)
(c) _____ (Title)	(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):
10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.
11. Attach a list reflecting the current breakdown of the entity's work force and ownership as to race, national origin and gender.

(ADD EXTRA SHEETS IF NEEDED)
* Post Office Box addresses not acceptable.
** If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY
DURING THE LAST FIVE (5) YEARS: NA**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
--------------------------	---	-----------------------------------	------------------------------------

==
(1)

_____ \$ _____ \$ _____ %

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

=
(2)

_____ \$ _____ \$ _____ %

Summary of
Construction
Work performed

Litigation
Arising out
of Contract

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	------------------------	-------------------------

==
(1)

12/16/97	\$ 500,000	\$ 500,000	0 %
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Name of Dept. & Summary of Professional Services performed	AVIATION DEPARTMENT
	ASSIST WITH IMPLEMENTATION OF FOOD & BEVERAGE AND RETAIL CONCESSION PROGRAM AT MIA.

Litigation Arising out of Agreement	NONE
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==
(2)

2/17/99	\$ 250,000	\$ 250,000	0 %
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Name of Dept. & Summary of Professional Services performed	SAME AS ABOVE.
	AMENDMENT FOR PRIOR YEAR #1 EXISTING AMENDMENT TO INCORPORATE OPTION YEAR ONE OF EIGHT YEARS.

Litigation Arising out of Agreement	NONE
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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
---------------	--------------------------------	------------------------	-------------------------

(3) 1/23/01	\$ 275,000	\$ 275,000	0 %
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Name of Dept. & Summary of Professional Services performed: SAME AS ABOVE.
AMENDMENT FOR PRIOR YEAR #2 EXISTING AMENDMENT
TO INCORPORATE OPTION YEAR TWO OF EIGHT OPTION YEARS.

Litigation Arising out of Agreement: NONE

=

(4) 1/29/02	\$ 188,500	\$ 188,500	0 %
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Name of Dept. & Summary of Professional Services performed: SAME AS ABOVE.
AMENDMENT FOR PRIOR YEAR #3 EXISTING AMENDMENT TO
INCORPORATE OPTION YEAR THREE OF EIGHT OPTION YEARS.

Litigation Arising out of Agreement: NONE

=

(ADD EXTRA SHEET(S) IF NEEDED.)

(5)

12/16/02 \$ 200,000 \$ 200,000 0 %

Name of Dept. & Summary of Professional Services performed SAME AS ABOVE.
AMENDMENT FOR PRIOR YEAR #4 EXISTING AMENDMENT TO
INCORPORATE OPTION YEAR FOUR OF EIGHT OPTION YEARS.

Litigation Arising out of Agreement NONE

=

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

A. How long has firm been in business? 12 YEARS

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? NO
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

C. List firm's private sector business for the last five (5) years:

<u>NAME OF CLIENT</u>	<u>DESCRIPTIVE TITLE OF PROJECT</u>
(1) <u>JFK INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(2) <u>MSP INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(3) <u>CVG INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(4) <u>IAH INTL. AIRPORT</u>	<u>Concession Program Consulting</u>
(5) <u>BOS INTL. AIRPORT</u>	<u>Concession Program Consulting</u>

42

- | | | |
|------|-------------------------------|--------------------------------------|
| (6) | <u>ORD INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (7) | <u>SEA INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (8) | <u>WASHINGTON DC AIRPORTS</u> | <u>Concession Program Consulting</u> |
| (9) | <u>ORF INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (10) | <u>LAX INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (11) | <u>JAX INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (12) | <u>SAN INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |
| (13) | <u>RSW INTL. AIRPORT</u> | <u>Concession Program Consulting</u> |

(ADD EXTRA SHEET(S) IF NEEDED.)

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

1. 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 with 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.

2. 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.

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

1. A predecessor or successor of a person convicted of a public entity crime: or

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

4. 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.

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

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

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, **AND [Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

**MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY
DUE FEES OR TAXES CERTIFICATION**

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS AFFIDAVIT

The above named entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

**COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES
(AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT)
ORDINANCE NO. 98-30**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any Firm/Respondent which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.

DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION
ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action plan to the Department of Business Development for review.

My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By: Sheldon Klapper 8/22/03
Signature of Affiant Date

SHELDON KLAPPER, PRESIDENT 93-1308486
Printed Name of Affiant and Title Federal Employment Identification Number

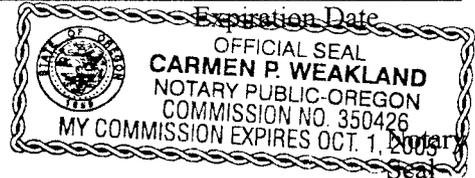
SUBSCRIBED AND SWORN TO (or affirmed) before me this 22nd day of August, 2003

He/She is personally known to me or has presented _____ as identification.

Carmen P. Weakland Type of identification
Signature of Notary 350426
Serial Number

Carmen P. Weakland 10-1-05
Print or Stamp Name of Notary Expiration Date

Notary Public - State of OREGON



10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.

11. Attach a list reflecting the current breakdown of the entity's work force and ownership as to race, national origin and gender.

➤ 4 WHITE MALES

➤ 2 WHITE FEMALES

BENEFIT SUMMARY

POLICY INFORMATION

Group Policy Name: THE CENTER FOR AIRPORT MANAGEMENT LLC
 Group Policy Number: 5647
 Plan Name/Type: PREFERRED 25/200A

Employee Eligibility Requirements

Minimum Hour Requirement: FORTY (40) HOURS
 Waiting Period for New Employees: 1ST OF MONTH FOLLOWING HIRE DATE

SCHEDULE OF BENEFITS

Maximum Lifetime Benefit..... \$2,000,000

Out-Of-Pocket Limit

Participating Providers..... \$1,000 per person / \$2,000 per family
 Nonparticipating Providers..... \$5,000 per person per calendar year

Once the participating provider out-of-pocket limit has been met, this plan will pay 100% of covered charges for participating and network not available providers for the rest of that calendar year. Once the nonparticipating provider out-of-pocket limit has been met, this plan will pay 100% of covered charges for all providers for the rest of that calendar year. Benefits paid in full and nonparticipating provider charges in excess of the PacificSource fee allowance do not accumulate toward the out-of-pocket limit.

SERVICE:	COPAY:	PARTICIPATING PROVIDER/ NETWORK NOT AVAILABLE BENEFIT AFTER COPAY:	NONPARTICIPATING PROVIDER BENEFIT AFTER COPAY:
PREVENTIVE CARE			
Well Baby Care	\$25 per visit	100%	80%
Routine Physicals (max. \$250 every 24 months)	\$25 per visit	100%	80%
Routine Gynecological Exams	\$15 per visit	100%	80%
Eye Exams (one every 24 months)	\$25 per visit	100%	80%
Immunizations		100%	80%
PROFESSIONAL SERVICES			
Office and Home Visits	\$25 per visit	100%	80%
Urgent Care Center Visits	\$25 per visit	100%	80%
Surgery	\$50 per visit	100%	80%
HOSPITAL SERVICES			
Inpatient Room and Board	\$200 per admit	100%	80%
Inpatient Rehabilitative Care	\$200 per admit	100%	80%
Skilled Nursing Facility Care	\$200 per admit	100%	80%
OUTPATIENT SERVICES			
Outpatient Surgery	\$50 per admit	100%	80%
Diagnostic/Therapeutic Radiology & Lab		90%	80%
CT Scans and MRIs	\$50 per procedure	100%	80%
Emergency Room Visits *	\$50 per visit	100%	80%
MENTAL HEALTH/CHEMICAL DEPENDENCY SERVICES			
Office Visits	\$25 per visit	100%	80%
Inpatient Care	\$200 per admit	100%	80%
Residential Programs	\$50 per admit	100%	80%

* In true medical emergencies, nonparticipating providers are paid at the participating provider level.

SERVICE:	COPAY:	PARTICIPATING PROVIDER/ NETWORK NOT AVAILABLE BENEFIT AFTER COPAY:	NONPARTICIPATING PROVIDER BENEFIT AFTER COPAY:
OTHER COVERED SERVICES			
Physical Therapy	\$25 per visit	100%	80%
Allergy Injections	\$5 per visit	100%	80%
Ambulance, Ground		80%	80%
Ambulance, Air		50%	50%
Durable Medical Equipment		80%	50%
Home Health Care		80%	50%
PRESCRIPTION DRUGS			
Formulary Generic Drugs	\$15	100%	50% (no copay)
Formulary Brand Name Drugs	\$30	100%	50% (no copay)
NonFormulary Drugs	\$35	100%	50% (no copay)

Payment to providers is based on the prevailing or contracted PacificSource fee allowance for covered services. Although, participating providers accept the fee allowance as payment in full, nonparticipating providers may not. Services of nonparticipating providers could result in out-of-pocket expense in addition to the percentage indicated. Network Not Available payment is allowed when PacificSource has not contracted with providers in the geographical area of the insured's residence or work for a specific service or supply. Payment to providers for Network Not Available is based on the usual, customary, and reasonable charge for the geographical area in which the charge is incurred.

* *In true medical emergencies, nonparticipating providers are paid at the participating provider level.*