Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2007

ATC
Agenda Item No:
3(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Award Recommendation-RFQ for Airline Liaison Office Consulting Services
RFQ No. MDAD-06-07 in the amount of $3,157,875.

RECOMMENDATION

It is recommended that the Board approve the award of a Non-Exclusive Professional Services Agreement for Airline Liaison Office (ALO) Consulting Services to Airport & Aviation Professionals, Inc. (AvAirPros), in the amount of $3,157,875, and authorize the Mayor or his designee to execute the Agreement attached, and exercise any cancellation, termination or renewal provisions contained therein.

SCOPE

This item impacts Miami-Dade Aviation Department (MDAD) facilities only. The Primary Commission District: Commissioner Rebeca Sosa – District 6.

FISCAL IMPACT/FUNDING SOURCE

This project is funded by MDAD General Fund Revenue.

TRACK RECORD/MONITOR

Airport & Aviation Professionals, Inc., has performed in an above satisfactory manner on the existing contract, according to the member airlines and Project Manager Gregory Owens who is responsible for monitoring this contract.

BACKGROUND

The Consultant shall provide professional services to assist MDAD in facilitating discussions between the Airport and the airlines through the Miami Airport Affairs Committee (MAAC). Seventy-eight (78) airlines are signatories to the Airline Use Agreement, which governs the use and describes the fee structure of dedicated and common-use space at the Airport. Of these signatory airlines, twelve (12) airlines comprise MAAC.

ALO is a valuable asset as a third-party consultant, providing services to both MAAC and MDAD in managing the airport/airline relationship; facilitating airline approval required by any agreements that exist between members of MAAC; and providing a single point of contact for all parties on resolving airport/airline issues. Because it represents the interests of all the airlines and interfaces with MDAD on behalf of the airlines on budgetary and operational matters, the airlines, in effect, have hired the consultant. The airlines rely on the ALO for analysis of issue and technical expertise to assist in the evaluation of the Airport's Rates and Charges, proposed policy changes and Capital Improvement Program (CIP). Similar agreements are in place at international airports in San Francisco and Los Angeles.

Request for Qualifications (RFQ) No. MDAD-06-07 for Airline Liaison Office Consulting Services was advertised on May 8, 2007. Responses were received from Airport & Aviation Professionals, Inc. (AvAirPros), and CMF International Group, Inc. A Small Business Enterprise ("SBE") Selection Factor was established for the RFQ. One (1) firm out of the two (2) respondents, CMF International Group,

Inc., was eligible for the contract measure, however was found non-responsive in regards to the minimum qualifications.

The Evaluation/Selection Committee met and reviewed AvAirPros' qualification statement that was deemed responsive. After review of the written qualification statement, the Committee proceeded with motions to recommend AvAirPros to the County Manager for negotiations. The appointed Negotiation Committee successfully completed negotiations with AvAirPros.

PROJECT:	Airline Liaison Office Consulting Services
PROJECT NO.	RFQ No. MDAD-06-07
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Airport & Aviation Professionals, Inc.
TERM OF AGREEMENT:	The term is for five (5) years
OPTION(S) TO RENEW:	Two (2) additional one (1) year periods
AMOUNT OF AGREEMENT:	$3,157,875.00 including an Inspector General Audit Account for $7,875.00
COMPANY PRINCIPALS:	Lou Salomon
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	White/Male
COMPANY LOCATION:	5551 Ridgewood Drive, Suite 401 Naples, Florida 34108
HOW LONG IN BUSINESS:	18 years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	The existing agreement totaling $4,414,000.00
CONTRACT MEASURE:	SBE Selection Factor
CONTRACT MEASURE ACHIEVED:	None – AvAirPros is not SBE certified
SBE SUBCONSULTANTS:	None
ADVERTISEMENT DATE:	May 8, 2007
USING DEPARTMENT:	Miami-Dade Aviation Department.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 4, 2007

FROM: R. A. Cuevas, Jr. 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 RELATED TO AIRLINE LIAISON OFFICE CONSULTING SERVICES; AUTHORIZING AWARD OF NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR $3,157,875 TO AIRPORT & AVIATION PROFESSIONALS, INC.; AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT AND EXERCISE ALL OTHER RIGHTS INCLUDING CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board authorizes the: (i) award and execution of non-exclusive professional services agreement for provision of airline liaison office consulting services to Airport & Aviation Professionals, Inc. (the "Agreement") for the Miami-Dade Aviation Department, pursuant to Request for Proposals No. MDAD-06-07; and (ii) Mayor or his designee to execute the Agreement and exercise or enforce any provision of the Agreement, including cancellation provisions contained therein.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 2007. 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.

dsh

By:_____
Deputy Clerk

David Stephen Hope

Memorandum

MIAMI-DADE COUNTY

Date:

To: George M. Burgess
County Manager

From: Gregory Owens, MDAD, Chairperson,
Negotiation Committee

Subject: Negotiation Committee Report for
Request for Qualifications for Airline Liaison Office Consulting Services
RFQ No. MDAD-06-07

Attached please find six (6) copies of the proposed Professional Services Agreement for Airline Liaison Office Consulting Services ("ALO") which the Miami-Dade Aviation Department ("MDAD") negotiated via the Negotiation Committee with the following firm: Airport & Aviation Professionals, Inc. (AvAirPros) ("the Consultant").

DESCRIPTION OF SERVICES

The Consultant shall provide professional services to assist MDAD in facilitating discussions between the Airport and the airlines through the Miami Airport Affairs Committee ("MAAC"). Seventy-eight (78) airlines are signatories to the Airline Use Agreement, which governs the use and describes the fee structure of dedicated and common-use space at the Airport. Of these signatory airlines, twelve (12) airlines comprise MAAC.

ALO is a valuable asset as a third-party consultant, providing services to both MAAC and MDAD in managing the airport/airline relationship; facilitating airline approval required by any agreements that exist between members of MAAC; and providing a single point of contact for all parties on resolving airport/airline issues. The airlines rely on the ALO for analysis of issue and technical expertise to assist in the evaluation of the Airport's Rates and Charges, proposed policy changes and Capital Improvement Program ("CIP").

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The amount of the Agreement is Two Million Two Hundred Fifty Thousand Dollars ($2,250,000) for an initial five (5) year term, and shall be Four Hundred Fifty Thousand ($450,000) for each of the two (2) additional one (1) year renewal period. The source of funding for the Agreement shall be MDAD Real Estate Management (Properties) Budget.

The term of the Agreement is for five (5) years, with an option for two (2) additional one (1) year renewal period.

SELECTION PROCESS

In accordance with Administrative Order No 3-38, MDAD advertised a Request for Qualifications ("RFQ") No. MDAD-06-07, to solicit qualification statements for a consultant to provide professional services to assist MDAD in Airline Liaison Office Consulting Services. The following two (2) respondents responded to the County public advertisement:

1. Airport & Aviation Professionals, Inc. (AvAirPros),
2. CMF International Group, Inc.

The contract measure established for the RFQ was a SBE Selection Factor. CMF International Group, Inc. was eligible for the contract measure, however the firm was found non-responsive by the County Attorney's Office in regards to the minimum qualifications. The qualification statement for AvAirPros was deemed responsive by the County Attorney's Office. As such, the Evaluation/Selection Committee ("Committee") reviewed AvAirPros responsive qualification statement.

After review of the written qualification statement, the Committee then proceeded with motions to recommend AvAirPros to the County Manager for negotiations. The appointed Negotiation Committee then proceeded to negotiate with AvAirPros.

A satisfactory Agreement was negotiated with AvAirPros.

A more detailed analysis of the process is included in the attached Evaluation/Selection Committee report.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE
Margaret Hawkins Moss, Chairperson, MDAD (Non-voting)
Gregory Owens, MDAD
Carlos Jose, MDAD
Frank Talleda, MDT
Ileana Quintana, SBA/DPM

NEGOTIATION COMMITTEE
Gregory Owens, MDAD, Chairperson
Carlos Jose, MDAD
Frank Tellade, MDT

Memorandum

MIAMI-DADE COUNTY

Date: August 1, 2007

To: George M. Burgess
County Manager

From: Margaret Hawkins Moss, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report - Miami-Dade Aviation Department
Request for Qualifications for Airline Liaison Office Consulting Services
RFQ No. MDAD-06-07

As authorized by Administrative Order 3-38 and your memorandum dated June 15, 2007 designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on August 1, 2007 for the Selection Committee meeting. This process was conducted in accordance with the procedure specified by the Request for Qualifications ("RFQ") as described in the attached summary minutes.

SELECTION COMMITTEEE MEETING

As announced in the Metro Calendar and the "Daily Business Review", the Committee met on August 1, 2007 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida and undertook a review of the Qualification Statements submitted by the following (2) two responding firms, Airport & Aviation Professionals, Inc. (AvAirPros), and CMF International Group, Inc.:

The Committee was advised that a Small Business Enterprise ("SBE") Selection Factor of 10% was established by Department of Small Business Affairs (SBA) and reviewed by the Review Committee for information purpose only. The Committee was further advised that CMF International, Inc. was found non-responsive by the County Attorney's Office. AvAirPros was invited to attend the Committee meeting for possible questions from the Committee; however representatives from the firm did not attend the meeting due to scheduling conflict. Upon review of the documents, the Chairperson conducted a general discussion regarding the firm. After further discussions the Committee found AvAirPros was responsible and met the Minimum Qualification requirements set forth in the RFQ. The Committee recommended that AvAirPros be forwarded to the County Manager for approval and authorization to negotiate an agreement.

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes Selection Committee Meeting

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Margaret Hawkins Moss, Chairperson, MDAD (Non-voting)
Gregory Owens, MDAD
Carlos Jose, MDAD
Frank Talleda, MDT
Ileana Quintana, SBA/DPM

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR QUALIFICATIONS
FOR

AIRLINE LIAISON OFFICE CONSULTING SERVICES

RFQ NO. MDAD-06-07

SUMMARY MINUTES OF
SELECTION COMMITTEE MEETING
August 1, 2007

As authorized by the County Manager's memorandum dated June 15, 2007, the individuals listed below met on August 1, 2007 at the Miami-Dade Aviation Department ("MDAD"), 4200 NW 36 Street, Building 5A, Conference Room F, Miami, Florida, to review the materials submitted by (2) two Respondents, Airport & Aviation Professionals, Inc. (AvAirPros), and CMF International Group, Inc. in response to the public notice regarding the subject Request for Qualifications ("RFQ").

EVALUATION SELECTION COMMITTEE
Margaret Hawkins Moss, Chairperson, MDAD (Non-voting)
Gregory Owens, MDAD
Carlos Jose, MDAD
Frank Talleda, MDT
Ileana Quintana, SBA/DPM

Mrs. Moss, Contracting Officer, opened the public meeting and noted that the meeting was being videotaped in accordance with Administrative Order No. 3-34. The Selection Committee ("Committee") and audience were then asked to make introductions.

Mrs. Moss presented the Committee with an overview of the process and Rick Cybulski provided the Committee a summary of the scope of services. The Committee members had been provided a copy of Airport & Aviation Professionals, Inc. (AvAirPros) and CMF International Group, Inc. Qualification Statements and were requested to review them prior to today's meeting. Each of the Committee members were requested to complete and sign the neutrality disclosure form and no conflicts were noted.

Mrs. Moss advised the Committee that a Small Business Enterprise ("SBE") 10 % Selection Factor was established by the Department of Small Business Affairs (SBA) and reviewed by the Review Committee for information purpose only.

The Committee was further advised that CMF International was found non-responsive by the County Attorney's office.

Mrs. Moss then directed the Committee's attention to the inventory of the submitted Qualification Statements. The Committee members were advised that Airport & Aviation Professionals, Inc. (AvAirPros) was responsible and met the minimum qualifications requirements as set forth in the RFQ. The Committee members proceeded to review the Qualification Statement as it relates to responsibility and minimum qualification requirements.

The Committee proceeded with the following action:

Moved: Gregory Owens

Motion: To accept the County Attorney's opinion that CMF International, Inc. was deemed non-responsive.

Seconded: Ileana Quintana

Action: Unanimously adopted

The Committee members proceeded to discuss the qualifications of the firm in relation to the required services, taking into consideration the criteria as provided in the Request for Qualifications.

The Committee proceeded with the following action:

Moved: Carlos Jose

Motion: That Airport & Aviation Professionals, Inc. was found responsible and met the minimum qualification requirements

Seconded: Gregory Owens

Action: Unanimously adopted

The Committee then determined that negotiations would be necessary and proceeded with the following action:

Moved: Gregory Owens

Motion: To recommend Airport & Aviation Professionals, Inc. for negotiations.

Seconded: Frank Talleda

Action: Unanimously adopted

The Committee continued with the following action:

Moved: Gregory Owens

Motion: To recommend a Negotiating Committee comprising of Gregory Owens, Carlos Jose and Frank Tellade to the County Manager.

Seconded: Frank Talleda

Action: Unanimously adopted

The Selection Committee meeting was then adjourned.

Margaret Hawkins Moss
Chairperson

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT AIRLINE LIAISON OFFICE CONSULTING SERVICES

This AGREEMENT made as of the ___day of _____in the year 2007 between

the County: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Consultant: **Luis Salomon**
Airport & Aviation Professionals, Inc. (AvAirPros)
5551 Ridgewood Drive, Suite 401
Naples, Florida 34108

Phone: 239 262-0010
Facsimile: 239-262-8808

which term shall include its officials, successors, legal representatives, and assigns.

{Remainder of page intentionally left blank}

TABLE OF CONTENTS

ARTICLE 1 – Definitions 5

ARTICLE 2 – Term/Extension 7

ARTICLE 3 – Scope of Services 7

3.01 Introduction/Background 7
3.02 Requirements and Services to be Provided 8

ARTICLE 4 – Compensation 11

4.01 Compensation for Services and Reimbursable Expenses 11
4.02 Invoices and Method of Payment 12
4.03 Accounting Records and Audit Provisions 12

ARTICLE 5 – Equal Employment Opportunity and Affirmative Action 13

5.01 Equal Employment Opportunity 13
5.02 Nondiscriminatory Access to Premises 13
5.03 Breach of Nondiscrimination Covenants 13
5.04 Nondiscrimination 14
5.05 Disability Nondiscrimination Affidavit 14
5.06 Affirmative Action/Non-Discrimination of Employment, Promotion and Procurement Practices (County Code Section 2-8.1.5) 15
5.07 Not Used 15

ARTICLE 6 – Indemnification 15

6.01 Indemnification and Hold Harmless 15

ARTICLE 7 – Insurance 16

ARTICLE 8 – Rules, Regulations and Permits 18

8.01 Rules and Regulations 18
8.02 Violations of Rules and Regulations 18
8.03 Permits and Licenses 18
8.04 Compliance with Additional Rules and Regulations 19

ARTICLE 9 – Civil Actions 19

9.01 Governing Law; Venue 19

9.02 Registered Officer/Agent; Jurisdiction 19
9.03 Violations of Laws and Regulations 19

ARTICLE 10 – Not Used 20

ARTICLE 11 – Not Used 20

ARTICLE 12 – Subconsultant Relations 20

ARTICLE 13 – Default and Termination 21

13.01 Events of Default 21
13.02 Other Defaults 21
13.03 Notice of Default and Opportunity to Cure 21
13.04 Termination for Convenience 22
13.05 Termination for Cause 22
13.06 Actions at Termination 23

ARTICLE 14 – General Provisions 23

14.01 Assignment 23
14.02 Solicitation 23
14.03 Conflict of Interest 23
14.04 Compliance with Applicable Law 24
14.05 Rights to be exercised by Department 25
14.06 Notices 25
14.07 Severability 25
14.08 Rights Reserved to County 26
14.09 Right to Regulate 26
14.10 Authorized Uses Only 26
14.11 Survival 26
14.12 No Damages for Delay 26
14.13 Administrative Modifications 27
14.14 Miami-Dade County Inspector General Reviews 27
14.15 Miscellaneous Audit Provisions 28
14.16 Account to pay for IG Services 28
14.17 Total Authorized Amount for this Agreement 29
14.18 Trademarks and Licenses 28
14.19 Headings 28
14.20 Binding Effect 29
14.21 Federal Subordination 29
14.22 Governmental Authority 29
14.23 No Estoppel or Waiver 29
14.24 Independent Contractor 30
14.25 Request for Qualification Statement Incorporated and Order of Preference 30
14.26 Modifications 30

14.27 Prior Agreements 30
14.28 Right to Amend 31
14.29 Right to Modify 31
14.30 Continued Engagement of Critical Personnel 31
14.31 Condition of Award Certificates 31
14.32 Additional Condition of Award Certificates 32
14.33 Intent of Agreement 33
14.34 Entirety of Agreement 34
14.35 Lobbyist Rules 34

Signature Page 35

Exhibit A "Consultant Invoicing Guideline"

Exhibit B "Schedule of Hourly Rates"

Exhibit C "Affidavits"

{Remainder of page intentionally left blank}

15

PROFESSIONAL AIRLINE LIAISON OFFICE CONSULTING SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT

This Professional Services Agreement for Airline Liaison Office Consulting Services for Miami-Dade Aviation Department (the "Agreement") is made this _____ day of _____, 2007 by and between **MIAMI-DADE COUNTY** (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "Board"), and _____ (the "Consultant") authorized to do business in the State of Florida (collectively, the "Parties").

WHEREAS, the County as owner and operator of the Miami International Airport ("MIA" or the "Airport") through its Miami-Dade Aviation Department ("MDAD" or the "Department"), needs the services of an experienced and qualified firm to provide professional Airline Liaison Office Consulting Services; and

WHEREAS, the Consultant offers to provide said professional services in a manner that shall conform to (i) the scope of services delineated in the Request for Qualifications ("RFQ") No. MDAD-06-07 and all associated addenda, and (ii) the requirements of this Agreement;

NOW THEREFORE, in consideration of this Agreement, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following terms and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The term "Agreement" shall mean this Professional Services Agreement for Airline Liaison Office Consulting Service including all attachments hereto and a part thereof entered into by the County and the successful Respondent, including all of its terms and conditions, attachments, exhibits and amendments.

b) The term "Airport" shall mean the Miami International Airport ("MIA").

c) The term "Airport System" shall mean Miami International Airport, Opa-locka Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, Opa-Locka West Airport, and Dade-Collier Training and Transition Airport.

d) The term "A.O." shall mean a Miami-Dade County Administrative Order.

e) The term "Article" shall mean article section contained in the Professional Services Agreement for Airline Liaison Office Consulting Services.

f) The term "Board" shall mean the Board of County Commissioners of Miami-Dade County, Florida.

g) The term "Code" shall mean the Code of Miami-Dade County, Florida.

h) The terms "Consultant" and "Successful Respondent" shall mean the Respondent that receives an award of this Agreement for Airline Liaison Office Consulting Services from Miami-Dade County.

i) The term "Consumer Price Index" or "CPI" shall mean all Urban Consumers, applicable to the Miami Regional Area (or such other local reference as defined by the CPI).

j) The term "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.

k) The term "Department" or "MDAD" shall mean the Miami-Dade Aviation Department. Wherein in this solicitation document, rights are reserved to the County, MDAD may exercise such rights.

l) The term "Director" shall mean the Director of the Miami-Dade Aviation Department or his/her designee.

m) The term "Effective Date" shall mean the date of execution of this Agreement by the County Manager and attestation by the Clerk of the Board.

n) The term "Project Manager" shall mean the Miami-Dade Aviation Department's staff assigned to manage the Project.

o) The term "Qualification Statement" shall mean a Respondent's written response to this solicitation document.

p) The term "Report(s)" shall mean all documentation concerning the services offered by the Consultant or Selected Respondent concerning Consultant's or Successful Respondent's performance in meeting the requirements of this agreement.

q) The term "Request for Qualifications" or "RFQ" shall mean this solicitation document and all associated addenda and attachments.

r) The term "Respondent", "Proposer", "Submitter", "Vendor", "Bidder" or "Contractor" shall mean the person, firm, entity, organization, or joint venture submitting a response to this Solicitation.

s) The term "Scope of Services" shall mean Sub-Article 3.02 of this Agreement.

t) The terms "shall", should", and "will" shall mean items that are required to be met or performed by the Consultant or Successful Respondent.

u) The term "Solicitation" shall mean the Request for Qualifications ("RFQ") No. MDAD-06-07, and all associated addenda and attachments.

v) The term "Sub-Article" shall mean the subarticle section contained in the Professional Services Agreement for Airline Liaison Office Consulting Services.

w) The terms "Subcontractor" or "Subconsultant" shall mean any person, firm, entity, organization, or joint venture other than the employees of the Consultant or Successful Respondent, who contracts with the Consultant or Successful Respondent to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Consultant or Successful Respondent.

x) The terms "Work", "Services", "Program", "Project" or "Engagement" shall mean all matters and things that will be required to be done by the Successful Respondent in accordance with the Scope of Services and the terms and conditions of the Solicitation.

y) The term "Invoice" shall mean a document that defines and describes the itemized services or assignments to the Consultant in accordance with the terms of this agreement.

ARTICLE 2 – TERM/EXTENSION

The term of the Agreement shall be five (5) years. The County reserves the right to extend the Agreement for up to two (2) additional one (1) year periods at the County's sole discretion, on the same terms and conditions contained herein, unless terminated under the provisions contained in the Agreement.

Nothing in this Agreement shall prevent the County from exercising its rights to terminate the Agreement as provided elsewhere herein.

ARTICLE 3 - SCOPE OF SERVICES

3.01 INTRODUCTION/BACKGROUND

Miami-Dade County, by and through its Miami-Dade Aviation Department, requires the services of one (1) qualified firm(s) to provide the services of a consultant to provide Airline Liaison Office ("ALO") services between the Airport System and the airlines through the Miami Airport Affairs Committee ("MAAC"). Seventy-eight (78) airlines are signatories to the Airline Use Agreement ("AUA"), which governs the use and describes the fee structure of dedicated and common-use space at the Airport. Of these signatory airlines, twelve (12) airlines comprise MAAC.

The ALO is a valuable asset as a third-party consultant, providing services to both MAAC and MDAD in managing the airport/airline relationship; facilitating airline approval required by any agreements that exist between members of MAAC; and for providing a single point of contact for all parties on resolving airport/airline issues. The airlines rely on the ALO for analysis of issue and technical expertise to assist in the evaluation of the Airport's rates and charges, proposed policy changes and Capital Improvement Program ("CIP").

3.02 REQUIREMENTS AND SERVICES TO BE PROVIDED

The Consultant will provide a single point of contact for MDAD as it relates to coordination of issues with MAAC on matters with broad implications to airlines related to financial, technical, operations, and airport affairs. The Work includes:

A. Coordination and Representation Activities

- Establish and maintain effective lines of communication between MAAC, MDAD, MDAD consultants, and other County departments.
- Establish processes to encourage MDAD and MAAC to work together to identify and resolve areas of potential disagreement.
- Assist MAAC Chairperson related to coordinating activities of all airline committees (i.e., Airline Technical Committee, Local Station Managers, Specialty Working Groups) with MDAD staff and its consultants as may be necessary.
- Coordinate scheduling of meetings and conference calls among airlines as well as between airlines and MDAD and others as necessary.
- Participate in certain regularly scheduled and impromptu meetings that are called on short notice by MDAD and/or the airlines.
- Prepare materials and participate in meetings with airline representatives (i.e., MAAC, Airline Technical Committee, Local Station Managers, Specialty Working Groups) as well as with MDAD staff representatives on behalf of airlines when airline representatives are unable to participate.
- Facilitate communications between MDAD staff and MAAC on issues when disagreements may arise.
- Coordinate airline industry review of MDAD submittals.
- Provide a single, coordinated response to MDAD that represents the consensus view of MAAC on project matters and issues. To the extent that a consensus does not exist, provide the different viewpoints that exist without prejudice.
- Respond to requests for information and/or assistance from individual airline representatives.

B. Ongoing Capital Improvement Program Review/Validation/Prioritization Activities

- Participate in user's group meetings to review and prepare written comments regarding the need for, timing, and order of magnitude reasonableness of the scope/budget of the funded (but not yet in construction) and unfunded CIP projects as described in pre-design phase related documents that are available.

- Coordinate airline industry review of program level planning and pre-design phase documents in an effort to facilitate establishment of a consensus airline industry position regarding the proposed CIP.

- Facilitate discussions early on between MAAC and MDAD in an effort to address those areas of disagreement that may exist related to the proposed CIP.

- Coordinate MAAC input in program level planning and pre-design phase related activities undertaken by MDAD.

- Coordinate the majority-in-interest vote of MAAC member airlines on capital projects as required in the Airport-Airline Lease and Use Agreement.

C. Capital Improvement Program Monitoring and Reporting Activities

- Participate in MDAD Director's CIP briefings and review reports prepared by MDAD and its consultants regarding the status of implementation of the overall CIP, including certain individual projects with regard to the schedule and budget aspects of the project/program for discussion with MAAC, MDAD staff, and its consultants.

D. Pre-Design Phase Activities

- Assist MDAD and MAAC in establishing programmatic requirements for projects to be implemented as part of CIP.

E. Design Phase Activities

- Review and prepare written comments as requested by MAAC on design phase submittals received from MDAD staff and its consultants. These submittals may include:

  - Design Drawings and Design Criteria Reports/Specifications.
  - Project Cost Estimate and Schedule Reports.
  - Various Project Reports/Studies (e.g., Value Engineering Reports, Simulation Analysis Reports, Hazardous Material Remediation Reports, Specialty System Reports, Aircraft Parking Studies).
  - Miscellaneous Correspondence.

- Coordinate MAAC's review of above referenced design phase submittals from MDAD and its consultants and such other issues that arise during the design phase of a project.

- This includes assimilating comments and facilitating discussions as may be necessary to develop a consensus industry position/comments as well as preparation of correspondence to MDAD on behalf of MAAC.

- Provide technical input to MAAC, MDAD staff, and its consultants on an advisory basis.

- Prepare and present technical/analytical support documentation and/or alternative conceptual plans, specifications, ideas and perspective viewpoints as may be appropriate and/or requested to address design phase issues that arise.

F. Construction Phase Activities

- Participate in program level and project level construction meetings of certain, but not all projects as may be requested to provide a MAAC perspective for consideration by MDAD.

- Participate in project level activation meetings to help coordinate airline tenant improvement construction activities with base building construction activities.

G. Start-Up Phase Activities

- Assist MDAD and MAAC in their mutual efforts to address issues that arise related to activation, training, system testing, building shake-down, tenant relocation planning as well as miscellaneous issues that may arise post start-up.

H. Financial Submittal Review, Comment and Issue Resolution Activities

- Assist MAAC in its efforts to review CIP related financial submittals (e.g., Financial Feasibility Reports) to facilitate its understanding of the impact implementation of the CIP will have on airline rates and charges.

- Prepare financial capacity analyses to assist MAAC and MDAD in understanding the general level of capital expenditure supportable based on targeted cost measures such as unit rates or cost per enplanement.

- Provide support and recommendations to MAAC as it negotiates use and lease agreements with MDAD. Develop rate methodologies, facility use policy, capital project review procedures, general business terms, and facilitate drafting of lease language.

- Review MDAD financial plans to provide MAAC with an understanding of opportunities to reduce airline costs by implementing alternative financial approaches.

- Coordinate MAAC's involvement in the review of annual airport MDAD operating budgets and rates and charges calculations.

- Produce independent rate models to validate and verify MDAD rate calculations. Use rate model to develop alternate approaches to rate making as operating conditions change at the Airport.

- Prepare analysis for review/consideration by MAAC in preparation for meetings with MDAD as may be necessary to evaluate the financial impacts attributable to miscellaneous issues that arise.

I. Airport Operations Review, Comment and Issue Resolution Activities

- Assist airlines and MDAD in their mutual efforts to address airline/airport operational issues as they may arise.

- Prepare and present analytical support documentation and/or alternative conceptual plans, ideas and perspective viewpoints as may be appropriate and/or requested to address miscellaneous operational issues that arise.

J. Miscellaneous Airport Affairs Issues Review, Comment and Resolution Activities

- Assist MAAC and MDAD in their mutual efforts to address miscellaneous airport affairs related issues as they may arise.

K. Prohibited Activities

- The Consultant in its role as the ALO will not represent the airlines or interface directly with County government beyond appropriate interface with MAAC, unless approved in advance by MAAC.

- The Consultant, in its role as the ALO, will not interface with the Board of County Commissioners individually or in a public forum unless approved in advance by MAAC.

ARTICLE 4 - COMPENSATION

4.01 COMPENSATION FOR SERVICES AND REIMBURSABLE EXPENSES

The compensation for all Services, including reimbursable expenses under the Agreement shall be Two Million Two Hundred Fifty Thousand Dollars ($2,250,000) for the initial five (5) year term, and shall be Four Hundred Fifty Thousand ($450,000) for each of the two (2) additional one (1) year periods.

Commencing on the first anniversary of the date of this Agreement, and on each subsequent anniversary date thereafter, the Owner may adjust the maximum rates of compensation for personnel shown in Exhibit B, upon the written request of the Consultant, by a percentage amount not to exceed the percentage change in the Consumer Price Index – All Urban Consumers, applicable to the Miami Regional Area (or such other local reference as defined by the CPI).

All Invoices submitted by the Consultant to the Department will be subject to the procedures contained in Exhibit A "Consultant Invoicing Guideline"

Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Services, as limited by Miami-

Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, and points of travel, mileage rate, lodging, and meals.

4.02 INVOICES AND METHOD OF PAYMENT

The Consultant shall submit monthly to the Project Manager one (1) original and two (2) copies of a duly certified invoice for payments due on account of the portion(s) of Services performed and eligible for payment under the terms of this Agreement. This invoice shall provide (i) a detailed description of invoiced services, (ii) documentation of personnel time, and (iii) original receipts for reimbursable expenses, as appropriate. The Consultant shall compare the actual year to date billings to the work plan and budget proposal. The Project Manager may request other supporting documentation reasonably required to support the processing of payments. All payments shall be governed by the provisions of the Florida Prompt Payment Act.

4.03 ACCOUNTING RECORDS AND AUDIT PROVISIONS

The County reserves the right to audit the accounts and records of the Consultant supporting all payments for Services hereunder and all reimbursable expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Consultant's books and records that pertains to the Consultant's operation under this Agreement. In addition, the County shall have unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with this Agreement. It is further agreed that said compensation provided for in the Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) days of notice of the audit results to the Consultant.

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

5.01 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/ Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Consultant shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

5.02 NONDISCRIMINATORY ACCESS TO PREMISES

The Consultant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Consultant shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

5.03 BREACH OF NONDISCRIMINATION COVENANTS

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County

shall have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

5.04 NONDISCRIMINATION

During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Consultant shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Consultant books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to Premises of this Article in Consultant sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

The Consultant shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5.05 DISABILITY NONDISCRIMINATION AFFIDAVIT

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Consultant attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm

affiliated with or related to the Consultant is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violated the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

5.06 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5)

In accordance with the requirements of County Code Section 2-8.1.5, 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 a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/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 proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals 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 County Code Section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

5.07 NOT USED

ARTICLE 6 - INDEMNIFICATION

6.01 INDEMNIFICATION AND HOLD HARMLESS

6.01.1 Pursuant to Florida Statutes § 725.08 and notwithstanding the provisions of Florida Statutes § 725.06, the Consultant shall indemnify and hold harmless the County, and its officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the

Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

6.01.2 To the extent, this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, this provision and all aspects of this Agreement shall hereby be interpreted as the Parties' intention for the indemnification clauses and Agreement documents to comply with Chapter 725, Florida Statutes.

6.01.3 This section shall survive expiration or termination of this Agreement.

ARTICLE 7 – INSURANCE

The Consultant shall furnish to Miami-Dade Aviation Department, c/o Risk Management Division, 4200 NW 36th Street, Miami, Florida 33122 or P. O. Box 025504 Miami, Florida 33102-5504, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The Consultant shall maintain the following insurance throughout the performance of this Agreement until the Work has been completed by the Proposer and accepted by the Department.

A. **Worker's Compensation**, as required by Chapter 440, Florida Statutes.

B. **Commercial General Liability Insurance** on a comprehensive basis including Contractual Liability, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. **Automobile Liability Insurance**, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

   Note: Under no circumstances is the Contractor permitted on the airfield operations area ("AOA") side of the Airport without increasing the automobile coverage to $5,000,000 combined single limit.

D. **Errors and Omissions Insurance** in an amount not less than $250,000 per claim with a deductible not to exceed 10% of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "A-" as to management, and no less than "VII" as to financial strength, according to the latest edition of Best's Insurance

Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval of the MDAD's Risk Management Division; or, the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The Consultant shall furnish certificates of insurance and insurance policies to the Miami-Dade Aviation Department prior to commencing any operations under this Agreement. Certificates and policies shall clearly indicate that the Consultant has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance written notice shall be given to the MDAD Risk Management Division.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days from the Effective Date. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this Contract, the Consultant shall be verbally notified of such deficiency and shall have an additional twenty-five (25) calendar days to submit a corrected certificate to the Miami-Dade Aviation Department. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty-five (25) calendar days after Miami-Dade Aviation Department's notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of this Agreement will be rescinded, unless such time frame for submission has been extended by the Miami-Dade Aviation Department.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the Agreement period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Miami-Dade Aviation Department at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Miami-Dade Aviation Department shall suspend this Agreement until such time as the new or renewed certificates are received by the Miami-Dade Aviation Department in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Miami-Dade Aviation Department may, at is sole discretion, terminate this Agreement.

Right to Examine: The Miami-Dade Aviation Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications)

to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the Miami-Dade Aviation Department.

Compliance: Compliance with the requirements of this article shall not relieve the Consultant of its liability under any other portion of this Agreement or any other agreement between the County and the Consultant.

ARTICLE 8 – RULES, REGULATIONS AND PERMITS

8.01 RULES AND REGULATIONS

The Consultant, shall comply with: (i) the ordinances of the County including the rules and regulations of the Department; (ii) Chapter 25 of the Code; (iii) operational directives issued hereunder; (iv) all additional laws, statutes, ordinances, regulations and rules of the federal, state and local governments, and any and all plans and programs developed in compliance therewith; (v) any County administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under the Contract; (vi) federal air and safety laws and regulations; and (vii) federal, state, and County environmental, hazardous wastes and materials, and natural resources laws and regulations.

8.02 VIOLATIONS OF RULES AND REGULATIONS

The Consultant represents and agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, employees, consultants, Subconsultants, suppliers, or invitees, have violated any law, statute, ordinance, regulation or rule described in Sub-Article 8.01 above or any plan or program developed in compliance therewith. The Consultant further represents and agrees that the substance of Sub-Article 8.01 and Sub-Article 8.02 shall be included in every Agreement and other agreements, which the Consultant may enter into related to its operations and activities under this Agreement and that any such Agreement and other agreements shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

8.03 PERMITS AND LICENSES

The Consultant covenants, represents, and warrants that it shall, at its sole cost and expense, be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required, for the Consultant, at any time during the term of this Agreement, by any

federal, state, or County governmental entity or judicial body having jurisdiction over the Consultant or its operations and activities, for any activity and for any actions of the Consultant at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from the Consultant's operations and activities at the Airport have been obtained and are in compliance.

8.04 COMPLIANCE WITH ADDITIONAL RULES AND REGULATIONS

The Consultant acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Consultant's work at the Airport.

ARTICLE 9 – CIVIL ACTIONS

9.01 GOVERNING LAW; VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from this Agreement shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court in and for the Southern District of Florida.

9.02 REGISTERED OFFICER/AGENT; JURISDICTION

The Consultant, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Consultant is a natural person, both the Consultant and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of the Contract.

9.03 VIOLATIONS OF LAWS AND REGULATIONS

The Consultant agrees to pay on behalf of the County any penalty, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, Subconsultants, employees or invitees, have violated any law, statute, ordinance, resolution, regulation or rule described in this Agreement or any plan or program developed in compliance therewith.

ARTICLE 10 – NOT USED

ARTICLE 11 – NOT USED

ARTICLE 12 – SUBCONSULTANT RELATIONS

If the Consultant, with the written approval of the Department, causes any part of this Agreement to be performed by a Subconsultant, the provisions of this Agreement will apply to such Subconsultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subconsultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Subconsultant will be subject to the provisions hereof as if performed directly by the Consultant.

The Consultant, before making any sub-agreement for any portion of the services, will state in writing to the County the name of the proposed Subconsultant, the portion of the Services, which the Subconsultant is to do, the place of business of such Subconsultant, and such other information as the County may require. The County will have the right to require the Consultant not to award any sub-agreement to a person, firm or corporation disapproved by the County.

Before entering into any sub-agreement hereunder, the Consultant will inform the Subconsultant fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subconsultant will strictly comply with the requirements of the Contract.

In order to qualify as a Subconsultant satisfactory to the County, in addition to the other requirements herein provided, the Subconsultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subconsultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type that is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a sub-agreement if it appears to the County that the sub-agreement will delay, prevent, or otherwise impair the performance of Consultant's obligations under this Agreement. All Subconsultants are required to protect the confidentiality of the County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and Subconsultants and suppliers hereunder. Within each such sub-agreement, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subconsultant of its obligations under the subcontract, in the event the County finds Consultant in breach of its obligations, the option to pay the Subconsultant directly for the performance by such Subconsultant.

Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subconsultant hereunder as more fully described herein.

ARTICLE 13 – DEFAULT AND TERMINATION

13.01 EVENTS OF DEFAULT

A default shall mean a breach of this Agreement by the Consultant (an "Event of Default"). In addition to those defaults defined in Sub-Article 13.02, an Event of Default, may also include one (1) or more of the following occurrences:

(A) The Consultant has violated the terms and conditions of the Contract;

(B) the Consultant has failed to make prompt payment to Subconsultants or suppliers for any Service or Work provided pursuant to this Agreement;

(C) the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law, or the Consultant's affairs have been put in the hands of a receiver;

(D) the Consultant has failed to obtain the approval of the County where required by the Contract;

(E) the Consultant has failed in a representation or warranty stated herein; or

(F) the Consultant has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

13.02 OTHER DEFAULTS

The County shall have the right, upon thirty (30) calendar days written notice to the Consultant to terminate this Agreement upon the occurrence of any one (1) or more of the following unless the same shall have been corrected within such period:

(A) Failure of the Consultant to comply with covenants of the Contract.

(B) The conduct of any business or the performance of any service not specifically authorized herein.

13.03 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

If an Event of Default occurs, the Department shall notify the Consultant (the "Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. The Consultant can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Contract. The Department

may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The Default Notice shall specify the date by when the Consultant shall discontinue the services (the "Termination Date").

13.04 TERMINATION FOR CONVENIENCE

In addition to any other termination rights provided for in the Contract, this Agreement may be terminated for convenience and without penalty by: (i) the mutual and written consent of both Parties; (ii) upon not less than thirty (30) days written notice from the County to the Consultant; or (iii) upon not less than one hundred eighty (180) days written notice from the Consultant to the Department, provided however, in the event of the termination of this Agreement pursuant to this clause (iii), the Department, in its sole discretion, may require the Consultant to complete work on any invoices and issued by the Department prior to the date of receipt of the written termination notice. The County's sole obligation to the Consultant shall be payment for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours performed by the Consultant up to the Termination Date, plus fees and any reimbursable expenses for invoices issued prior to the Termination Date that the Department requires the Consultant to complete. All payments pursuant to this Agreement shall be accepted by the Consultant in full accord and satisfaction of all claims against the County arising out of the termination including, without limitation, lost profits, overhead or other consequential damages.

13.05 TERMINATION FOR CAUSE

The County may terminate this Agreement, effective immediately if: (i) the Consultant fails to cure an Event of Default during the Cure Period; (ii) an individual, firm, corporation, joint venture, or other entity attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of the Consultant is convicted of a felony during the term of this Agreement.

The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Consultant may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida.

13.06 ACTIONS AT TERMINATION

The Consultant shall, upon receipt of such notice, and as directed by the Department:

(A) stop all work on the Termination Date specified in the notice;

(B) take such action as may be necessary for the protection and preservation of the Airport and other County materials and property; and

(C) promptly assemble and submit as provided herein all documents for the Services performed, including reports and correspondence, and all other relevant materials affected by the termination.

ARTICLE 14 – GENERAL PROVISIONS

14.01 ASSIGNMENT

The Consultant shall not assign, transfer, or convey this Agreement to any person, firm, association, joint venture, corporation, or other entity, in whole or in part, without the prior written approval of the Department with such approval being in the Department's sole discretion.

14.02 SOLICITATION

Except as provided by Section 2-11.1 (s) of the Code, the Consultant warrants: 1) that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement; and 2) that it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Consultant for any reason whatsoever.

14.03 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the hereunder, commencing as of the Effective Date of this Agreement and continuing for the term hereof, the Consultant shall not knowingly enter into any Agreement or other financial arrangement with any person, corporation, municipality, authority, county, state or country or any Consultant or airline at the Airport, which would constitute a conflict of interests of the County hereunder or with the services provided by the Consultant to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the parties, as to whether conflicts exist or will exist and if such will be serious enough to constitute a conflict hereunder.

The Consultant represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or

been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Consultant also represents that, to the best of its actual knowledge:

(a) There are no undisclosed persons or entities interested with the Consultant in the Contract. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of the Contract, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any Subcontractor or supplier to the Consultant.

(b) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under the Contract; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

(c) The provisions of this Sub-Article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

(d) In the event the Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Consultant shall promptly bring such information to the attention of the Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Consultant receives from the Project Manager in regard to remedying the situation.

14.04 COMPLIANCE WITH APPLICABLE LAW

The Consultant shall comply with all applicable provision of law pertaining to the Services required under this Agreement.

14.05 RIGHTS TO BE EXERCISED BY DEPARTMENT

Wherever in this Agreement rights are reserved to the County, the Department may exercise such rights. The Department shall have the right to add, amend or delete any security related portions of the Contract, in order to meet reasonable security requirements of MDAD or TSA.

14.06 NOTICES

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested, or express mail service to:

To the County:

Director
Miami-Dade Aviation Department
Miami International Airport
Concourse E, Fifth Floor
Miami, Florida 33122

or

P.O. Box 025504
Miami, Florida 33102-5504

To the Consultant:

Luis Salomon
Airport & Aviation Professionals, Inc. (AvAirPros)
5551 Ridgewood Drive, Suite 401
Naples, Florida 34108

Phone: 239 262-0010
Facsimile: 239-262-8808

or to such other respective addresses as the Parties may designate to each other in writing. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

14.07 SEVERABILITY

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not

affect other provisions of this Agreement, which can be given effect without the invalid provision, and to this end, the invalid provisions of this Agreement are severable.

14.08 RIGHTS RESERVED TO COUNTY

All rights not specifically granted to the Consultant by this Agreement are reserved to the County.

14.09 RIGHT TO REGULATE

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Consultant or its operations. Notwithstanding any provision of the Contract, nothing herein shall bind or obligate the County, MDAD, the Community Zoning Appeals Boards, the Building Department, the Planning and Zoning Department, or any department, board, or agency of the County, to agree to any specific request of Consultant that relates in any way to the regulatory or quasi-judicial power of the County. The County shall be released and held harmless by Consultant from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action or injunctive relief.

14.10 AUTHORIZED USES ONLY

Notwithstanding anything to the contrary herein, the Consultant shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose, which would invalidate any insurance policies of the County, or any policies of insurance written on behalf of the Consultant under this Agreement.

14.11 SURVIVAL

Any obligations of the Consultant and the County, which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any invoice shall survive with such termination, cancellation or expiration.

14.12 NO DAMAGES FOR DELAY

The Consultant hereby: (i) agrees to make no claim(s) for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any act(s) or omission(s) to act of the County, or any of its employees, agents, representatives, or other Consultant or Subconsultants; and (ii) agrees that any such claim(s) shall be fully compensated for by an extension of time to complete performance of the Services.

14.13 ADMINISTRATIVE MODIFICATIONS

It is understood and agreed that the Department, upon written notice to the Consultant, shall have the right to modify administratively and to add, delete, and revise certain Articles and Exhibits to this Agreement pursuant to Sub-Article 14.05, Sub-Article 14.28, and Sub-Article 14.29, provided however that such revisions shall not have a materially adverse effect on either the right of Consultant to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services.

14.14 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW: Pursuant to Miami-Dade County Administrative Order No. 3-20 and in connection with any award, the Department has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the Department deems it appropriate to do so. Upon written notice from the Department, the Consultant shall make available, to the IPSIG retained by the Department, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The Department will be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Department to conduct, audit or investigate the operations, activities and performance of the Consultant in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Department by the Consultant or third party.

MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General ("OIG") which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. An audit account (the "OIG Audit Account") will be established within this Agreement to pay for Inspector General services (**see Sub-Article 14.16**). The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent***

(0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

14.15 MISCELLANEOUS AUDIT PROVISIONS

Nothing herein shall limit the right of the Consultant to contest any action by the Inspector General on any legal or equitable ground. Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Sub-Article are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third parties.

The County shall be responsible for the payment of the Inspector General services and for the payment of costs of Consultant related to actions by the Office of the Inspector General for clerical staff time for obtaining and copying the documentation, and any documents, provided however, the Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Consultant. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or to review the operations, activities and performance of the Consultant as and to the extent as provided under this Agreement.

14.16 ACCOUNT TO PAY FOR INSPECTOR GENERAL SERVICES

An OIG Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at **Seven Thousand Eight Hundred Seventy Five Dollars ($7,875.00).** The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

14.17 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT

The total authorized amount for this Agreement including the OIG Audit Account is **Three Million One Hundred Fifty Seven Thousand Eight Hundred Seventy Five Dollars ($ 3,157,875.00).**

14.18 TRADEMARKS AND LICENSES

The County may require the Consultant as part of its advertising and marketing program, to utilize certain patents, copyrights, trademarks, trade names, logos,

computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Consultant and the Department, on behalf of the County, granting the Consultant the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. Failure of the Parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property in the Consultant.

14.19 HEADINGS

The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of the Contract.

14.20 BINDING EFFECT

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

14.21 FEDERAL SUBORDINATION

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

14.22 GOVERNMENTAL AUTHORITY

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Consultant or its operations.

14.23 NO ESTOPPEL OR WAIVER

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Contract. There shall be no waiver of the right of a party to demand strict performance of any of the provisions, terms and covenants of this Agreement, nor shall there be any waiver of any breach, default or non-performance hereof by the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right

under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

14.24 INDEPENDENT CONTRACTOR

The Consultant shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Consultant in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Consultant under its sole discretion, and not employees or agents of the County.

14.25 REQUEST FOR QUALIFICATION STATEMENT INCORPORATED AND ORDER OF PREFERENCE

The Consultant acknowledges that it has submitted to the County a Qualification Statement that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD-06-07, addenda, and concomitant documents are incorporated by reference into the Contract. IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THIS AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THIS AGREEMENT; (2) EXHIBITS TO THIS AGREEMENT; (3) ANY RFQ ADDENDA; AND (4) THE RFQ AND CONCOMITANT DOCUMENTS.

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the Invoices , 2) the Scope of Services in this Agreement, and 3) these terms and conditions other than the Scope of Services.

14.26 MODIFICATIONS

This Agreement may be modified and revised by written amendment duly executed by the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Contract. **Any oral representation or modifications concerning this Agreement shall be of no force or effect.**

14.27 PRIOR AGREEMENTS

The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. **No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.**

14.28 RIGHT TO AMEND

In the event that the FAA or its successor requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, the Consultant hereby consents to any and all such modifications and changes as may be reasonably required.

14.29 RIGHT TO MODIFY

The Parties hereto covenant and agree that, during this Agreement term, the Agreement may be unilaterally modified by the Department in order to conform to judicial or Federal Trade Commission ("FTC") or FAA rulings or opinions. This Sub-Article shall not preclude Consultant from contesting said rulings or opinions, but Consultant shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, the Agreement may not be modified except by a written instrument signed by both Parties.

14.30 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL

The Consultant has identified in its Qualification Statement the technical or professional personnel, which may affect the firm's qualifications or capabilities to perform the Services under this Agreement. Pursuant to Miami-Dade County Resolution No. R-744-00, such personnel must be consistent with the staff provided in its Qualification Statement and shall not be replaced except when the Department determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications to perform the Services.

14.31 CONDITION OF AWARD CERTIFICATES

(A) Pursuant to Miami-Dade County Resolution No. R-182-00 amending Resolution No. R-385-95, Consultants shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, and other laws prohibiting discrimination on the basis of disability. Any post award violation of these acts may result in this Agreement being declared void. If any certifying firm or affiliate is found in violation of the acts, the County will conduct no further business with such attesting firm. Any violation of this resolution may result in debarment.

(B) Pursuant to Miami-Dade County Resolution No. R-183-00 amending Resolution No. R-1499-91, Consultant shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County Family Leave Ordinance. Failure to provide the required certification shall preclude the Consultant from receiving the Contract. Any violation of this ordinance may result in debarment.

(C) Pursuant to Miami-Dade County Resolution No. R-185-00, Consultant shall, as a condition of award, provide written certification that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05. Failure to provide the required certification shall preclude the Consultant from receiving the contract, and may result in this Agreement being declared void or terminated, and/or the firm being debarred.

(D) Pursuant to Miami-Dade County Ordinance No. 00-30, it shall be a condition of award that the Consultant shall verify that all delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses - 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 Consultant, have been paid. Failure to comply with this policy may result in debarment.

(E) No person or entity shall be awarded or receive a County Agreement for public improvements unless such person or entity make it a condition of award that it will provide a drug free workplace and comply with Section 2-8.1.2 of the Code, as amended by Ordinance No. 00-30. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

14.32 ADDITIONAL CONDITION OF AWARD CERTIFICATES

(A) Required Listing of Subconsultants and Suppliers on County Contracts: Miami-Dade County Ordinance No. 97-104, amended by Ordinance No. 00-30, requires a bid or qualification for a County or Public Health Trust Agreement involving the expenditure of $100,000 or more include a listing of subconsultants and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Respondent will not utilize Subconsultants or suppliers on this agreement. In the latter case, the listing must expressly state no Subconsultants, or suppliers, as the case may be, will be used on this agreement.

THE ATTACHED FORM CONTAINED IN APPENDIX E-2, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF MIAMI-DADE COUNTY ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE RESPONDENT MAY NOT UTILIZE SUBCONSULTANTS OR SUPPLIERS FOR THIS QUALIFICATION. THE RESPONDENT SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON THE ATTACHED FORM, IN THOSE INSTANCES WHERE NO SUBCONSULTANTS AND/OR SUPPLIERS WILL BE USED ON THIS QUALIFICATION.

(B) Fair Subcontracting Policies: All selected Respondents on County contracts in which subconsultants may be used shall be subject to and comply with Miami-

Dade County Ordinance No. 97-35, requiring Respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:

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

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

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 "subconsultant" means a business independent of a Respondent that may agree with the Respondent to perform a portion of a contract.

The term "subcontract" means an agreement between a Respondent and a subconsultant to perform a portion of an Agreement between the Respondent and the County.

14.33 INTENT OF AGREEMENT

This Agreement is for the benefit of the Parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to this Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of this Agreement.

Neither the Consultant nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

14.34 ENTIRETY OF AGREEMENT

The Parties hereto agree that this Agreement sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by Sub-Article 14.26 and Sub-Article 14.27 to this Agreement or by written instrument executed by the Parties hereto.

14.35 LOBBYIST RULES

The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. The Consultant shall comply with these requirements.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

By: _____
Deputy Clerk

Consultant (If an Individual)

Name:_____

By: _____
Signature

Title: _____

Consultant (If a Corporation)

Consultant

Name: AIRPORT & AVIATION PROFESSIONALS, INC.
VICE President

By: _____
Signature

LUIS SALOMON
Print Name

(Corp. Seal)

Attest: Sharyn Barber
Secretary

SHARYN BARBER
Print Name

EXHIBIT A

CONSULTANT INVOICING GUIDELINE

EXHIBIT A

CONSULTANT INVOICING GUIDELINES

The Consultant agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Consultant, which is directly attributable or properly allocable to the services, the Consultant may bill the County periodically, but not more than once per month, upon invoices certified by the Consultant. All invoices shall be taken from the books of account kept by the Consultant, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with the Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later then sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Consultant to the County as follows:

Miami-Dade County
Finance Manager
Miami International Airport
P. O. Box 526624
Miami, Florida 33152-6624

The County may at any time designate a different address and/or contact person by giving written notice to the party.

EXHIBIT B

SCHEDULE OF HOURLY RATES

AvAirPros Standardized Rate Structure

	MDAD CY2008 Rate
Officer	$202.00
Senior Managing Director	$189.00
Managing Director	$179.00
Senior Director	$169.00
Director	$156.00
Senior Manager	$139.00
Manager	$126.00
Consultant	$113.00
Support	$56.00

EXHIBIT C

AFFIDAVITS

APPENDIX E-1

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Airline Liaison Office Consulting Services

PROJECT NUMBER MDAD-06-07

COUNTY OF Miami-Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

Airport & Aviation Professionals, Inc.
(Name of Entity)

5551 Ridgewood Drive, Suite 401, Naples, FL 34108
(Address of Entity)

6 / 5-0 / 0 / 9 / 4 / 3 / 3 / 3
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 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. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (Cont'd)

__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. **[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 been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its

subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract 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 Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT PURSUANT TO SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

Airport & Aviation Professionals, Inc.

5551 Ridgewood Dr., Suite 401, Naples, FL 34108

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations, however please indicate here whether the Entity is a publicly traded corporation. NOT PUBLICLY TRADED

Steven P. Chivington 5551 Ridgewood Dr., #401, Naples, FL 34108
Title: President

Gregory A. Casto 5551 Ridgewood Dr., #401, Naples, FL 34108
Title: Vice President

Paul B. Demkovich 5551 Ridgewood Dr., #401, Naples, FL 34108
Title: Vice President

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

Phillip A. Strohm 5551 Ridgewood Dr., #401, Naples, FL 34108

Steven P. Chivington 5551 Ridgewood Dr., #401, Naples, FL 34108

Gregory A. Casto 5551 Ridgewood Dr., #401, Naples, FL 34108

Paul B. Demkovich 5551 Ridgewood Dr., #401, Naples, FL 34108

Lou Salomon 5551 Ridgewood Dr., #401, Naples, FL 34108

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the 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. This disclosure requirement does not apply to publicly traded corporations.

See attached.

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

6. If the transaction is with a trust, provide the full legal name and address for each trustee and each beneficiary of the trust.

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

None

DISCLOSURE OF OWNERSHIP AFFIDAVIT

No. 4

Name	Business Address	% Ownership
Phillip A. Strohm	5551 Ridgewood Dr., #401, Naples, FL 34108	9.95
Steven P. Chivington	5551 Ridgewood Dr., #401, Naples, FL 34108	9.68
Gregory A. Casto	5551 Ridgewood Dr., #401, Naples, FL 34108	9.68
Lou Salomon	5551 Ridgewood Dr., #401, Naples, FL 34108	8.70
Paul B. Demkovich	5551 Ridgewood Dr., #401, Naples, FL 34108	8.70
Kevin E. Corrigan	5551 Ridgewood Dr., #401, Naples, FL 34108	7.67
Matthew J. Ross	5551 Ridgewood Dr., #401, Naples, FL 34108	6.73
Robert G. Binish	5551 Ridgewood Dr., #401, Naples, FL 34108	5.69
Rodrick Aoki	5551 Ridgewood Dr., #401, Naples, FL 34108	5.13

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

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ☒ No

2. Does your firm provide paid health care benefits for its employees?

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	19	Males	5	Females
Asian:	3	Males	_____	Females
Black:	_____	Males	_____	Females
Native American:	_____	Males	_____	Females
Hispanics:	1	Males	_____	Females
Alaskan Natives:	_____	Males	_____	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(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 OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS 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)			
12/19/1995	$ $149,962	$ 4,414,000	2943 %

Name of Dept. & Summary of Services Performed: Miami-Dade Aviation Department

Miami Airport Affairs Committee (MAAC) consulting services.

Litigation Arising out of Contract: nil

(2)			
_____	$_____	$_____	_____ %

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 18 years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

Airport & Aviation Professionals, Inc. also does business as "AvAirPros".

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

[X] has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 0097-0517 and the expiration date of 03/31/2008.

[ ] had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

[ ] had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

[ ] has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

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

Paul B. DemCovich
(Signature of Authorized Representative)

Title VICE PRESIDENT

Date MAY 29, 2007

STATE OF: FLORIDA

COUNTY OF: COLLIER

The above affidavits were acknowledged before me this 29 day of MAY, 2007

by PAUL B. DEMKOVICH,
(Authorized Representative)

of AIRPORT & AVIATION PROFESSIONALS, INC.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Sharyn Barber
(Signature of Notary)

SHARYN BARBER
(Print Name)

Notary Commission Number: 666400

My Commission Expires: 5-7-2011

Notary Stamp or Seal:

SHARYN BARBER
Notary Public - State of Florida
My Commission Expires May 7, 2011
Commission # DD 666400
Bonded Through National Notary Assn.

APPENDIX E-2
ADDITIONAL CONDITION OF AWARD AFFIDAVITS

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- Single Execution Condition of Award Affidavits:

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics

- Subcontractor/Supplier Listing

- Subcontracting Policies Statement
  (Also required, but no format (insert page is provided))

- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the
  Florida Fictitious Name Statute per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Airline Liaison Office Consulting Services

PROJECT NUMBER MDAD-06-07

COUNTY OF Miami-Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

Airport & Aviation Professionals, Inc.
(Name of Entity)

5551 Ridgewood Drive, Suite 401, Naples, FL 34108
(Address of Entity)

6 / 5 - 0 / 0 / 9 / 4 / 3 / 3 / 3
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

__X__ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

X The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, or County issued parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORKPLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2(b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

X The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County 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.

X
_____The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

X
_____The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

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

Paul B. Demkovich
(Signature of Authorized Representative)

Title VICE PRESIDENT

Date MAY 29, 2007

STATE OF: FLORIDA

COUNTY OF: COLLIER

The above certifications/verifications were acknowledged before me this 29 day of MAY, 2007

by PAUL B. DEMKOVICH,
(Authorized Representative)

of AIRPORT & AVIATION PROFESSIONALS, INC.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Sharyn Barber
(Signature of Notary)

Notary Stamp or Seal:

SHARYN BARBER
(Print Name)

SHARYN BARBER
Notary Public - State of Florida
My Commission Expires May 7, 2011
Commission # DD 666400
Bonded Through National Notary Assn.

Notary Commission Number: 666400

My Commission Expires: 5-7-2011

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: Airport & Aviation Professionals, Inc. Project No. MDAD-06-07

Project Name: Airline Liaison Office Consulting Services

Business Name and Address of First tier Subcontractor/Subconsultant	**Principal Owner**	**Scope of Work to be Performed by Subcontractor/Subconsultant**	**Subcontractor/ Subconsultant Dollar Amount**	**(Principal Owner) Gender Race**	
Montgomery Consulting Group, Inc.					
157 E. New England Ave.	Monty Gettys	Aviation Planning	tbd	F	C
Suite 340					
Winter Park, FL 32789					
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Paul R. DeMikovich — Prime Entity/Respondent Signature

PAUL DEMIKOVICH — Print Name

VICE PRESIDENT — Print Title

6-6-07 — Date

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4)

Please note that the Company has a current Affirmative Action Plan that has been submitted to the Department of Business Development, in compliance with Ordinance 98-30.

The Company purchases/acquires all commodities, equipment, and services through the normal purchasing procedures implemented by those persons in the Company responsible for purchasing such goods. For all purchases in excess of $2000, the Company utilizes a bidding procedure. Written quotes which detail the items or services to be purchased must be obtained from at least three (3) businesses. The purchase order will be issued to the lowest, qualified bidder.

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that AIRPORT & AVIATION PROFESSIONALS, INC. is a corporation organized under the laws of the State of Florida, filed on January 11, 1989.

The document number of this corporation is K57443.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report was filed on March 1, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of March, 2007

Secretary of State

Authentication ID: **400090577914-030507-K57443**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

78

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2006 OCCUPATIONAL LICENSE TAX 2007
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2007
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

345544-1

RENEWAL

BUSINESS NAME / LOCATION
AIRPORT & AVIATION PROF INC
7850 NW 146 ST 512
33016 MIAMI LAKES

LICENSE NO. 360934-5

OWNER
AIRPORT & AVIATION PROF INC

Sec. Type of Business
212 CONSULTANT

THIS IS AN OCCUPATIONAL TAX ONLY. IT DOES NOT PERMIT THE LICENSEE TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES, NOR DOES IT EXEMPT THE LICENSEE FROM ANY OTHER LICENSE OR PERMIT REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE LICENSEE'S QUALIFICATION.

DO NOT FORWARD

AIRPORT & AVIATION PROF INC
5551 RIDGEWOOD DR SUITE 401
NAPLES FL 34105

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:
09/05/2006
60060000141
000066.00

SEE OTHER SIDE

79

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2006 OCCUPATIONAL LICENSE TAX 2007
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2007
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

517569-0

RENEWAL
LICENSE NO. 540978-4

BUSINESS NAME / LOCATION
MONTGOMERY CONSULTING GROUP INC
2001 NW 107 AVE 3 FL
33172 DORAL

OWNER
MONTGOMERY CONSULTING GROUP INC

Sec. Type of Business
212 CONSULTANT

IS AN OCCUPATIONAL
ONLY. IT DOES NOT
IIT THE LICENSEE TO
ATE ANY EXISTING
JLATORY OR ZONING
S OF THE COUNTY OR
S. NOR DOES IT
IPT THE LICENSEE
M ANY OTHER LICENSE
PERMIT REQUIRED BY
THIS IS NOT A
TIFICATION OF THE
NSEE'S QUALIFICA-

DO NOT FORWARD

MONTGOMERY CONSULTING GROUP INC
MONTY GETTYS PRES
157 E NEW ENGLAND AVE #340
WINTER PARK FL 32789

MENT RECEIVED
MI-DADE COUNTY TAX
LECTOR:
08/04/2006
60100000415
000060.00

SEE OTHER SIDE