Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2008

Agenda Item No. 8(A)(1)(B)

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

From: George M. Burgess
County Manager

Subject: Award Recommendation to Jacobs Consultancy, Inc., for Financial Feasibility Consultant Services for the Miami-Dade Aviation Department in the amount of $4,500,000, RFQ No. MDAD-07-01

Recommendation

It is recommended that the Board approve the award of a Professional Consulting Services Agreement to Jacobs Consultancy, Inc. (Jacobs), in the not-to-exceed amount of $4,500,000 for a term of five years, and authorize the Mayor or his designee to execute the Agreement attached hereto.

Scope

This item impacts Countywide as it covers all General Aviation Airports as well as Miami International Airport.

Delegated Authority

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Aviation Director or designee has the authority to terminate the agreement.

Fiscal Impact/Funding Source

The maximum compensation under the Agreement shall not exceed Four Million Five Hundred Thousand dollars ($4,500,000) which includes compensation for services and reimbursable expenses in the amount of $4,488,750 and the Inspector General account in the amount of $11,250.

The source of funding is the Miami-Dade Aviation Department (MDAD) Operating Budget and bond proceeds.

Track Record/Monitor

Jacobs is the current provider of Financial Feasibility Consultant Services for MDAD. Under this contract, the track record for Jacobs has been satisfactory according to MDAD Chief Financial Officer Anne Syrcle Lee who monitors the contract.

Compliance Data

There is no history of violations for this firm in the Small Business Department's (SBD) database.

Background

On October 10, 2007, MDAD advertised a Request for Qualifications (RFQ) No. MDAD-07-01, to solicit qualification statements for a consultant to provide financial feasibility services. The following three (3) firms responded to the County's public advertisement: Ricondo & Associates, Inc., Jacobs Consultancy, Inc., and Unison-Maximus, Inc. The contract measure established for the RFQ was a Small Business Enterprise (SBE) goal of fifteen percent (15%). Two (2) respondents, Ricondo & Associates, Inc., and Jacobs Consultancy, Inc., were found in compliance with the required contract measures. The other responding firm, Unison-Maximus, Inc., was found non-responsive in regards to the contract measure requirement and not eligible to continue in the process. Jacobs Consultancy, Inc., received 470 points and Ricondo Associates, Inc., received 342 points, indicating the selection committee ranked Jacobs approach and staffing plan higher than Ricondo.

The financial feasibility consultant serves as the traffic engineer to study, analyze and report on financial matters, passenger traffic counts, and demographic aspects pertaining to issuance of aviation revenue bonds; to refresh forecasts for traffic, revenues and expenditures; to evaluate the ability of MDAD to generate revenues sufficient to satisfy debt-service coverage requirements; and to recommend rates and charges of the County's airport system to meet the County's rate covenant in accordance with the Amended and Restated Trust Agreement dated as of December 15, 2002. Per Section 705 of the Trust Agreement, MDAD is required to have an independent firm perform the duties of traffic engineer. Additionally, the Trust Agreement requires approval of the selected independent firm from the Trustee, (JPMorgan Chase Bank, N.A., formerly known as JP Morgan Chase Bank), and Co-Trustee, (First Union National Bank d/b/a Wachovia Bank).

PROJECT:	Financial Feasibility Consultant Services for the Miami-Dade Aviation Department
PROJECT NO.	RFQ No. MDAD-07-01
PROJECT LOCATION:	All County Airports
DESCRIPTION OF PROJECT:	Section 705 of the Trust Agreement requires that the County employ an independent firm or corporation "having a nationwide and favorable repute for skill and experience" to perform the duties of traffic engineer. The financial feasibility consultant is required to evaluate the ability of MDAD to generate revenues sufficient to satisfy debt-service coverage requirements and to recommend rates and charges of the County's airport system to meet the County's rate covenant.
FIRM:	Jacobs Consultancy, Inc.
LOCATION OF FIRM:	555 Airport Blvd., Suite 300 Burlingame, CA 94010
TERM OF AGREEMENT:	Five (5) years

CONTRACT MEASURES: The contract measure established for the RFQ was a Small Business Enterprise (SBE) goal of fifteen percent (15%)

CONTRACT MEASURE ACHIEVED: 15%

SBE firms
A. L. Jackson & Company - Ten percent (10%) - (Approximately $448,875)
Strategic Information Analysis, Inc. – Five percent (5%) – (Approximately $224,437.50)

HOW LONG IN BUSINESS: Since 1946 formerly under the name of Leigh Fisher Associates

COMPANY PRINCIPALS:

Nicholas Davidson
Robert M. Clement
Warren M. Dean
Thomas Roy Hammond
George A. Kunberger
Gregory J. Landry
William C. Markley, III
John McLachlan
John W. Prosser, Jr.
Jeffrey D. Robertson
Laurence R. Sadoff
Phillip J. Stassi
Allyn Byram Taylor

GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN: Jacobs Consultancy, Inc. is a wholly-owned subsidiary of Jacobs Engineering Group, Inc., a publicly traded corporation

PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS: Three (3) Agreements totaling $2.98 million

AFFIRMATIVE ACTION PLAN DATE: Approved by SBD on February 14, 2008

ADVERTISEMENT DATE: October 10, 2007

LIVING WAGE: Not applicable

INSPECTOR GENERAL/ IPSIG: Provisions included

USING AGENCY: Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 17, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(B)

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
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)
7-17-08

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND JACOBS CONSULTANCY, INC., FOR FINANCIAL FEASIBILITY CONSULTANT SERVICES FOR THE MIAMI-DADE AVIATION DEPARTMENT, RFQ NO. MDAD-07-01; IN AN AMOUNT NOT TO EXCEED $4,500,000; AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTYCOMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board: (i) approves the Professional Services Agreement between Miami-Dade County and Jacobs Consultancy, Inc. for Financial Feasibility Consultant Services for the Miami-Dade Aviation Department, RFQ No. MDAD-07-01, in substantially the form attached hereto, in an amount not to exceed $4,500,000, for a term of five (5) years; and (ii) authorizes the County Mayor or his designee to execute the same for and on behalf of the County, and to exercise the termination and cancellation provisions 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 17th day of July, 2008. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. dsh

David Stephen Hope

PROFESSIONAL CONSULTING SERVICES AGREEMENT
FINANCIAL FEASIBILITY CONSULTANT SERVICES

This AGREEMENT is effective this 1st day of October in the year 2008 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: **Jacobs Consultancy, Inc.**
555 Airport Blvd., Suite 300
Burlingame, CA 94010

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

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Exhibit A - Consultant Invoicing Guideline (Method and Times of Payment)
Exhibit B - Schedule of Hourly Rates
Exhibit C - General Conditions regarding Financial Studies Public Offerings
Exhibit D - Small Business Enterprise (SBE) Program Participation Provisions
Exhibit E – Executed Affidavits

FINANCIAL FEASIBILITY CONSULTING SERVICES AGREEMENT FOR THE MIAMI-DADE AVIATION DEPARTMENT

This Financial Feasibility Consulting Services Agreement (the "Agreement") is effective this 1st day of October, 2008 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 **Jacobs Consultancy, Inc.** (the "Consultant") a **California corporation**, 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"), is interested in obtaining financial feasibility consulting services; and

WHEREAS, the Consultant offers to provide said financial feasibility consulting services in a manner that shall conform to (i) the scope of services delineated in the County's Request for Qualifications ("RFQ") No. MDAD-07-01 and all associated addenda, incorporated herein by reference, and (ii) the requirements of this Agreement; and

WHEREAS, financial feasibility consulting services have been an integral part of financing the Department's Capital Improvement Program ("CIP"),

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

ARTICLE 1 – DEFINITIONS

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

a) The words "Additional Services" shall mean all services, in addition to Basic Services, which the Consultant may be requested and authorized to perform pursuant to Sub-Article 3.02 herein for the County by means of a Service Order.

b) The word "Airport" shall mean the Miami International Airport.

c) The words "Airport System" shall mean Miami International Airport, and its General Aviation Airports: Opa-locka Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport; and two (2) Training Airports: Opa-locka West Airport, and Dade-Collier Training and Transition Airport.

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d) The word "Article" shall mean the article section contained in the Financial Feasibility Consulting Services Agreement.

e) The words "Basic Services" shall mean those services which are the Consultant's responsibility to perform, as specifically enumerated in Sub-Article 3.01 herein, when directed and authorized by a Services Order(s).

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

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

h) The words "Contract" or "Contract Documents" or "Agreement" shall mean (i) all contract terms and conditions, (ii) the Consultant's Qualifications Statement, and (iii) all other attachments and amendments issued hereto.

i) The words "Contract Date" shall mean the date on which this Agreement is effective, which shall be the date set forth above.

j) The word "Consultant" shall mean the respondent that receives an award of a contract from the County as a result of this solicitation.

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

l) The word "Days" shall mean calendar days.

m) The word "Department" or "MDAD" shall mean the Miami-Dade Aviation Department.

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

o) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Consultant to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

p) The words "Project Manager" shall mean the person that is assigned to oversee the project or his or her designee. The Project Manager's responsibilities are to coordinate and communicate with the Consultant, and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager, provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Consultant designating the Project Manager.

q) The words "Qualifications Statement" shall mean the Qualifications Statement of the Consultant, submitted to the County in response to RFQ No. MDAD-07-01, and which was in part the basis for the award of this Agreement to the Consultant.

r) The word "Reports" shall mean all documentation concerning the Services offered by the Consultant concerning Consultant's performance in meeting the requirements of this Agreement.

s) The words "Scope of Services" shall mean all services, work, and actions by the Consultant performed pursuant to Article 3.0 of this Agreement.

t) The words "Service Order" shall mean a written order signed by the Director directing the Consultant to perform or modify the performance of such Services.

u) The word "Sub-Article" shall mean the subarticle section contained in the Financial Feasibility Consulting Services Agreement.

v) The word "Subconsultant" shall mean any person, firm, entity, joint venture, or organization, other than the employees of the Consultant, who contracts with the Consultant 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.

w) The word "Trust Agreement" shall mean the Amended and Restated Trust Agreement dated December 15, 2002, between Miami-Dade County, Florida and certain banks, for the purpose of fixing and declaring the terms and conditions upon which revenue bonds of the County for the purpose of financing or refinancing improvements to the Miami-Dade County aviation system are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof.

x) The words "Work", "Services", "Program", "Project", or "Engagement" shall mean all matters and things required to be done by the Consultant in accordance with the provisions of this Agreement.

ARTICLE 2 – CONTRACT TERM

The term of the Agreement shall be for five (5) years.

ARTICLE 3 – SCOPE OF SERVICES

3.01 Basic Services

Basic Services are considered to be those services required by the Trust Agreement, to be performed by the Traffic Engineer in connection with the issuance of revenue bonds. Those services are generally described as:

1. Evaluating the ability of the Department to generate revenues sufficient to satisfy debt service coverage requirements, which involves:
   a) Analyzing the economic base (Latin America and South Florida) for air transportation at the Airport.
   b) Forecasting international and domestic passenger and cargo traffic at MIA.
   c) Forecasting revenues and expenditures at MIA.

   Such evaluation shall be in the form of: 1) a financial feasibility report, suitable for inclusion in the Preliminary Official Statement and the Official Statement of a debt issuance; and 2) a certification or other documentation demonstrating compliance with the additional bonds test required by the Trust Agreement.

2. Participating in review of the Preliminary Official Statement and the Official Statement and related documents, for each bond issue.

3. Participating in investment rating agency, credit insurer, and investor presentations and responding to inquiries by such groups.

4. Evaluating rate covenant compliance and rents, fees, and charges for Port Authority Properties ("PAP") facilities and services.
5. Recommending rents, fees, and charges for the Airport System, in conjunction with each debt issuance.
6. Evaluating the financial impact of facilities constructed with Airport revenues other than bonds issued under the Trust Agreement, to determine whether the Department still satisfies its debt services coverage requirements.
7. Evaluating the financial impact of facilities constructed with County revenues and turned over to the Department, to determine whether the Department satisfies its debt services coverage requirements.

3.02 Additional Services

Additional services may be required by the Department, related to the duties of the Traffic Engineer. The Consultant shall also provide services which include financial analyses as described below:

- Trustee issues (as per Section 708 requirements of the Trust Agreement).
- Plan of finance preparation.
- Preliminary Official Statement preparation.
- Airline rates and charges calculations.
- Airline lease agreement or Miami Airport Affairs Committee ("MAAC") issues.

- Passenger Facility Charge ("PFC") revenue program.
- Annual operating budget assistance.
- Monitoring MDAD's cash balances.
- Performance sub-account assistance.
- Rating agency update assistance.
- Capital Improvement Program ("CIP") financial projections.

ARTICLE 4 – COMPENSATION

The maximum compensation under the Agreement shall not exceed **Four Million Four Hundred Eighty-eight Thousand Seven Hundred Fifty dollars ($4,488,750.00).**

4.01 Compensation for Basic Services

The County shall pay the Consultant the fees specified in the Service Order(s) issued, as compensation for the provision of Basic Services only if authorized by Department Services Order(s), in accordance with **Exhibit B "Schedule of Hourly Rates"**. Compensation for Basic Services is subject to the procedures contained in **Exhibit A "Consultant Invoicing Guideline"**, which may be amended by the Department.

Effective the beginning of the second year of the Agreement, a two and one-half percent (2.5%) Cost of Living Adjustment ("COLA") will be applied per year to rates per hour depicted in **Exhibit B "Schedule of Hourly Rates"**.

The County shall have no obligation to issue any Service Order(s). The amount for Basic Services is not to exceed $2,693,250.00, unless otherwise adjusted by the County. All invoices for services rendered on a time and materials basis must be accompanied by personnel time records satisfactory to the Department. The Consultant will not be compensated for travel time outside of normal business hours (8 a.m. to 5 p.m., Monday through Friday).

4.02 Compensation for Additional Services and Reimbursable Expenses

The County shall pay the Consultant the fees specified in Service Orders issued, as compensation for the satisfactory provision of Additional Services only if authorized by Department Service Order(s), in accordance with the rates in **Exhibit B**. Compensation for Additional Services is also subject to the procedures contained in **Exhibit A "Consultant Invoicing Guideline"**, which may be amended by the Department.

Effective the beginning of the second year of the Agreement, a two and one-half percent (2.5%) Cost of Living Adjustment ("COLA") will be applied per year to rates per hour depicted in **Exhibit B "Schedule of Hourly Rates"**.

The County shall have no obligation to issue any Service Order(s). The amount for Additional Services is not to exceed $1,795,500.00, unless otherwise adjusted by the County. All invoices for services rendered on a time and materials basis must be accompanied by personnel time records satisfactory to the Department. The Consultant will not be compensated for travel time outside of normal business hours (8 a.m. to 5 p.m., Monday through Friday).

Reimbursable expenses incurred by the Consultant shall be reimbursed upon prior written authorization from the Department, as part of such Service Order. Payments to the Consultant shall be reimbursed **without** any Consultant or Subconsultant mark-up of the expenses, and must be approved by the Department. Disputed items will be presented to the Consultant in accordance with the Florida Prompt Payment Act. The following items, subject to the conditions below, constitute reimbursable expenses:

A. All photographic, printing, and reproduction cost, when applicable, will be reimbursed at the same rates paid by the County to its vendors.

B. Travel expenses, in accordance with the Miami-Dade County Administrative Order No. 6-1 and applicable Florida Statutes. Airfares exceeding $800.00 must be pre-approved in writing before such travel. Hotel rates must not exceed comparable rates offered by the Miami International Airport Hotel.

C. Itemized long distance telephone and telefax costs, directly attributable to and identified as applicable to the Work of the Consultant.

D. Pro-rata charges for access to and data extracted from computerized MDAD databases.

E. Parking fees at Miami International Airport and at downtown City of Miami parking facilities only while conducting business for the County under this Agreement.

The Department reserves the right to have the Consultant produce documentary support that said reimbursement is applicable to specific Work.

4.03 Invoices and Method of Payment

Once a month, the Consultant shall submit 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 must be accompanied by (i) copy(ies) of applicable Service Order(s), (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 reasonable required supporting the

processing of payments. All payments shall be governed by the provisions of the Florida Prompt Payment Act. All invoices submitted by the Consultant to the Department will also be subject to the procedures outlined in **Exhibit A "Consultant Invoicing Guidelines"**.

4.04 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 pertain 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 the Agreement. It is further agreed that said compensation provided for in this 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) day of notice of the audit results to the Consultant.

ARTICLE 5 – INDEMNIFICATION

The Consultant shall indemnify, defend, and hold harmless the County, including its successors and assigns, and its officers, employees, consultants, subconsultants, agents, bond trustees, and instrumentalities (collectively the "Indemnitees"), from any and all liability, loss, claim, damage or cost, including attorney's and expert fees and cost of defense, which the County or its officers, employees, consultants, subconsultants, agents, bond trustees, or instrumentalities may incur in whole or in part (i) out of any injury, loss, damage or cost to any person or property out of any breach of any Agreement covenant, warranty or representation by Consultant or persons acting under Consultant, or from any act or omission anywhere by Consultant or persons acting under Consultant, or (ii) as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Consultant

or its employees, agents, servants, partners, principles, contractors, vendors, Subconsultants, or suppliers, except to the extent caused directly by the negligent act or willful misconduct of County. The Consultant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's and expert fees which may issue thereon. This provision shall survive termination of this Agreement.

ARTICLE 6 – NONDISCRIMINATION

6.01 Equal Employment Opportunity

The Consultant shall neither 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 (42 U.S.C. § 12101 *et seq.*), 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 are not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay of other forms of compensation, and selection for training including apprenticeships.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant 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, 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, and 112.043, and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

6.02 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 behalf of the Consultant, state that all qualified applicants shall 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's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain 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 Sub-Article 13.05 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 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant shall include Sub-Article 6.01 and Sub-Article 6.02 in all Consultant subcontracts in excess of $10,000, unless exempted by the 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 shall be binding upon each Subconsultant.

6.03 Disability Nondiscrimination Certification

By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, the Consultant attests that it 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, courts, or the County to be in violation of the act or the resolution, such violation shall render this Agreement terminable in accordance with the Sub-Article 13.05 hereof. This Agreement shall be void if the Consultant submits a false certification pursuant to this resolution or the Consultant violated the act or the resolution during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its affidavit.

6.04 Breach of Nondiscrimination Covenant

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenant contained in Sub-Article 6.01 and Sub-Article 6.02 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 Sub-Article 13.05 hereof.

ARTICLE 7 – AFFIRMATIVE ACTION

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

Firms whose Boards of Director are representative of the population make-up of the nation are exempted 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 SBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It shall be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their submission.

7.01 Contract Measures

This agreement includes contract measures for Miami Dade County Certified Small Business Enterprises ("SBEs") as follows:

Fifteen percent (15%) SBE Subconsultant Goal

Refer to **Exhibit D**, Small Business Enterprise Program Participation Provisions.

ARTICLE 8 – INSURANCE

8.01 Insurance Required

The Consultant shall furnish to Miami-Dade County Aviation Department, Risk Management office, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Consultant as required by Chapter 440, Florida Statutes.

B. Automobile Liability Insurance covering all owned, non-owned, and hired

vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

* *Under no Circumstances are vehicles permitted on the Airside Operations Area without increasing automobile coverage to $5,000,000.*

C. Commercial General Liability Insurance on a comprehensive basis, 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.

D. Professional Liability Insurance in an amount not less than $500,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations 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 "Class 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 the approval of the Miami-Dade County 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 is a member of the Florida Guaranty Fund.

Certificates of Insurance will indicate that no revision or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

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

The Agreement is contingent upon the receipt of the insurance documents from the Consultant, to the County, within fifteen (15) calendar days after County Manager approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Consultant shall be verbally

notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County Manager approval, the Consultant shall be in default of the contractual terms and conditions and this Agreement will be terminated, unless such time frame for submission has been extended by the County.

8.02 Certificates of Renewal

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Article remain in force for the duration of the Agreement, including any and all options years that may granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the County 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 Agreement period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in this Article; provided, however, that this suspended period shall not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

8.03 Right to Examine

The Department reserves the right, and upon reasonable notice, to examine the original 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 Department.

8.04 Other Insurance Indemnification

The Consultant represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and Subconsultants shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnitees as herein provided.

ARTICLE 9 – RULES, REGULATIONS AND PERMITS

9.01 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 this Agreement; (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.

9.02 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 9.01 above or any plan or program developed in compliance therewith. The Consultant further represents and agrees that the substance of this Sub-Article 9.01 and Sub-Article 9.02 shall be included in every contract and other agreements, which the Consultant may enter into related to its operations and activities under this Agreement and that any such contract 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.

9.03 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, 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.

9.04 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 10 – CIVIL ACTIONS

10.01 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.

10.02 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 this Agreement.

10.03 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 11 – TRUST AGREEMENT

Notwithstanding any of the terms, provisions and conditions of this License Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JP Morgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this License Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Operator at the offices of the Department during normal working hours.

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 subcontract 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 subcontract to a person, firm, joint venture, or corporation disapproved by the County.

Before entering into any subcontract 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 this Agreement.

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 which is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract 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 subcontract, 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, and 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 "Other Defaults", 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 this Financial Feasibility Consultant Services Agreement;

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

(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 this Agreement.

(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 Agreement. 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 this Agreement, 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) above, the Department, in its sole discretion, may require the Consultant to complete work on any Service Orders outstanding 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 Service Orders 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 the 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; and

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

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. However, the Consultant will be permitted to cause portions of the Services to be performed by Subconsultants, partnerships or joint ventures in an effort to meet Small Business Enterprise ("SBE") participation goals, or any other required participation that are determined or permitted.

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 contract 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 this Agreement. 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 this Agreement, 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 this Agreement; 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 Agreement, 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
Post Office Box 025504
Miami, Florida 33102-5504

To the Consultant:
Cindy Nichol, Director of Project
Jacobs Consultancy, Inc.
555 Airport Blvd., Suite 300
Burlingame, CA 94010

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 this Agreement, 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 Service Order 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 consultants 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 No Estoppel or Waiver

No acceptance, order, measurement, payment, or certificate of or by the County or its employees or agents shall estop the County from asserting any right of this Agreement. There shall be no waiver of the right of the County 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 Consultant unless such waiver is explicitly made in writing by the Department waiving such right. No delay or failure to exercise a right under this 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.

14.15 Independent Private Sector Inspector General

The County shall have the right to retain the services of an independent private sector inspector general ("IPSIG") who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of Consultant, its officer, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in

the Consultant's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Solicitation Documents; back-charge documents; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

14.16 Inspector General

Pursuant to Miami-Dade County Ordinance No. 97-215, the County has established the Office of the Inspector General (the "Inspector General"), which is empowered to conduct random audits on all County contracts throughout the duration of each contract. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspector generals to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, and County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents proposal and Solicitation Documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personal records and supporting documentation for the aforesaid documents and records. The provisions in this section shall apply to the Consultant, its officers, agents, employees, Subconsultants, and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.

14.17 Dedicated Allowance Accounts to Pay for IG Services

Pursuant to section 2-1076 of the Code, and Miami-Dade County Administrative Order ("A.O.") No. 3-20, dedicated Allowance Account will be established within this Agreement to pay for IG services.

One (1) dedicated Allowance Account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to Miami-Dade County Ordinance No. 97-215. The amount for the Inspector General dedicated Allowance Account is hereby set at Eleven Thousand Two Hundred Fifty Dollars ($11,250.00). 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.

14.18 Miscellaneous Audit Provisions

Nothing herein shall limit the right of the Consultant to contest any action by the IPSEG or the Inspector General on any legal or equitable ground. Nothing in this contract 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 these IPSIG and Inspector General services and for the payment of costs of Consultant related to actions by the IPSIG and/or 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.

14.19 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.

14.20 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 this Agreement.

14.21 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.

14.22 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.

14.23 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 Lessee or its operations.

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 Qualifications Incorporated and Order of Preference

The Consultant acknowledges that it has submitted to the County a Qualifications Statement that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD-07-01, addenda, and associated documents are incorporated by reference into this Agreement. IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THE FINANCIAL FEASIBILITY CONSULTING SERVICES AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THE AGREEMENT; (2) EXHIBITS TO THE 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 Service Order, 2) the Scope of Services in the 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 Agreement. **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 the Agreement term, this 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, this Agreement may not be modified except by a written instrument signed by both parties.

14.30 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 the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the 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.

14.31 Total Authorized Amount for this Agreement

The total authorized amount for this Agreement including the Inspector General Services fee is **Four Million Five Hundred Thousand dollars ($4,500,000.00).**

14.32 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 14.27 and Sub-Article 14.28 to the Agreement, or by written instrument executed by the parties hereto.

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
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

(COUNTY SEAL)

Consultant (If an Individual)

Name:_____

By: _____
Signature

Title: _____

Consultant (If a Corporation)

Consultant

Name: _____
~~President~~ DIRECTOR

(Corp. Seal)

By: _____
Signature

MARK TAYLOR
Print Name

Attest: _____
Asst. Secretary

JEFFREY D. ROBERTSON
~~ASSISTANT SECRETARY~~
Print Name

Consultants (If a Partnership)

Name: _____ **Name:** _____

Partnership Name: _____

Partner	**Partner**
By:	By:
Name:_____	Name: _____
Print Name	Print Name
_____	_____
Signature	Signature
(Corp. Seal)	(Corp. Seal)

EXHIBIT A

CONSULTANT INVOICING GUIDELINES
(Method and Times of Payment)

EXHIBIT A

METHOD AND TIMES OF PAYMENT

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 Aviation Department
Finance Manager
Miami International Airport
P. O. Box 526624
Miami, FL 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

EXHIBIT B

SCHEDULE OF HOURLY RATES

Firm	Classification	Rate/Hour
MET Consulting	Manager	$176.00
A. L. Jackson & Company	Managing Director	$188.00
	Senior Manager	$175.00
	Manager	$159.00
	Senior Consultant	$143.00
	Consultant	$125.00
	Administrative	$55.00
Strategic Information Analysis, Inc.	Manuel Lasaga	$175.00
	Alicia Diaz	$175.00
Jacobs Consultancy, Inc.	Director	$250.00
	Associate Director	$230.00
	Principal Consultant	$210.00
	Senior Consultant	$180.00
	Consultant	$120.00
	Analyst	$100.00
	Production/Administrative	$75.00

Exhibit C

GENERAL CONDITIONS REGARDING FINANCIAL STUDIES FOR PUBLIC OFFERINGS

Exhibit C

GENERAL CONDITIONS REGARDING FINANCIAL STUDIES FOR PUBLIC OFFERINGS

Miami-Dade County Aviation Department

With regard to services to be provided by Jacobs Consultancy in connection with the Miami-Dade Aviation Department's (MDAD's) airport revenue bond financing program for Miami International Airport, the following general conditions shall apply:

A. **Use of Reports**

Any draft or preliminary financial reports prepared by us are to be used solely for the internal purposes of MDAD and for discussion and coordination with members of MDAD's financial working group. Any such draft or preliminary reports are not to be made available to any other party or to be used for securing financing or for any other purpose.

It is understood that our final Report of the Financial Feasibility Consultant is to be included in an official statement or offering circular to be issued in connection with the proposed financing. We will consent to such use of our final report provided that:

1. The report with attachments, assumptions, and financial exhibits is included in its entirety in any such official statement or offering circular.

2. We approve in advance any reproduction of our report or part thereof or any reference to the report or to Jacobs Consultancy included in the official statement or offering circular or transmitted to other parties.

It is further understood that any information quoted or abstracted from our report and reproduced in the official statement or offering circular will make appropriate reference to (1) the sources for and assumptions underlying such information, as described in our report, and (2) the need for the report to be read in its entirely for an understanding of the information and the underlying assumptions.

B. **Information Sources**

The data, information, and assumptions used to develop the financial forecasts will be derived from published information and other appropriate sources, and properly cited. We will not assume responsibility for the accuracy of such data, information, and assumptions.

C. **Achievability of Forecasts**

Any financial forecast is subject to uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized, and unanticipated events and circumstances may occur. Therefore, we cannot provide any form of assurance that the forecasts will be achieved. There are likely to be differences between the forecast and actual results, and those differences may be material. Our report will contain statements drawing attention to these uncertainties.

D. **Miami-Dade Aviation Department Representations**

Before we issue our final report, we will require a letter from MDAD stating that Airport management has (1) made available to us all information of which you are aware relevant to the financial forecasts, (2) reviewed our report and believes that it appropriately discloses all information that is relevant to the forecasts, and (3) reviewed the assumptions underlying the forecasts and agrees that they are reasonable, appropriate, and reflect management's expected course of action during the forecast period.

E. **No Obligation to Update Report**

Our final report will be dated as of the date we complete our work. It is understood that we will have no responsibility or obligation to update the final report or to revise the associated financial forecasts because of events, circumstances, or transactions occurring after the date of the report. We will not issue any form of "comfort letter" or other assurance regarding the effects of any such subsequent events, circumstances, or transactions on the conclusions of our report.

F. **No Contingent Fees**

It is understood that neither our fees nor the payment thereof will be contingent upon the results of our work or upon your obtaining the proposed financing.

EXHIBIT D

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION PROVISIONS AND SBE AGREEMENT LETTERS

MIAMI-DADE COUNTY

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

DEPARTMENT OF BUSINESS DEVELOPMENT
111 NW 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

4/10/2007

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1. Forms

a. Certificate of Unavailability DBD 502
b. Utilization Report DBD 503

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.

2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:

   a. Reasonably estimated, uncommitted capacity;

   b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;

   c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and

   d. The ability to otherwise meet bid specifications.

3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.

4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.

5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.

6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.

7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.

8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.

10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.

11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.

12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.

13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.

14. *DBD* means the Department of Business Development.

15. *DPM* means the Department of Procurement Management.

16. *Goods* mean any tangible product, material or supply that is not a service.

17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.

18. *Joint Venture Agreement* means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.

19. *MDC* means Miami-Dade County, Florida.

20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.

22. *Service* means work offered for public or private consumption that does not consist primarily of goods.

23. *Set-aside* means the designation of a given contract for competition among SBEs.

24. *Small Business Enterprise (SBE)* means a business entity certified by DBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed $5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.

26. *Successful Bidder* means the bidder to which the contract is awarded.

27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.

28. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.

2. DBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.

3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Business Development (DBD) at 111 N.W. 1st

Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/dbd.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.

2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting DBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/dbd.

3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.

4. Bidders/Awardees are governed by the certification policies and procedures set forth by DBD for the certification of SBEs.

5. Joint Ventures: Only SBE joint ventures approved by DBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where DBD concludes that an SBE brings only its certification as contribution to the joint venture relationship DBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides

   a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from DBD.

b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.

c. An SBE may perform 100% of the set-aside with its own workforce.

d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.

e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.

2. Subcontractor goals

a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from DBD, bidders/proposers shall be allowed up to 48-hours after bid submission to cure correctable defects in the Agreement.

   Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive.

b. The Agreement shall incorporate;

   i. The scope of work to be performed by the SBE; and

   ii. The percentage of services the SBE will provide; and

   iii. The prompt payment obligation; and

   iv. The SBE joint venture Agreement; if applicable

c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.

f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:

    i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;

    ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from DBD.

    iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;

    iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.

g. To prove lack of availability, at time of bid submission, bidders must submit the following:

    i. Certificate of Unavailability (Form No. DBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and

    ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

iii. A statement of the bidder's contacts with DBD for assistance in determining available SBEs; and

iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and

v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.

2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from DBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.

3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.

4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.

5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.

3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.

4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and DBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.

5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. DBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.

2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.

4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by DBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from DBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.

6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:

    a. Termination of an SBE's Agreement;
    b. Reduction in the scope of work to be performed by an SBE
    c. Modifications to the terms of payment or price to be paid to an SBE
    d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.

7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.

8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.

b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to

comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:

a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;

b. Work stoppage;

c. Termination, suspension, or cancellation of the contract in whole or part;

d. Loss of SBE certification.

2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.

3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.

4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contact. The procedures for making up the SBE deficit shall follow DBD policy.

5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:

   a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;

   b. A prime vendor not meeting an SBE contract measure;

c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;

d. Failure to timely submit utilization reports;

e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;

f. Failure to maintain certification;

g. Deviations from the SBE agreement without prior approval from DBD;

h. Termination of the SBE's agreement without prior approval from DBD;

i. Reduction of the scope of work of the SBE subcontract without prior approval from DBD; or

j. Modifications to the terms and/or prices of payment to an SBE without prior approval from DBD

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

A respondent may initiate the appeals process after administrative penalties are imposed.

K. APPENDIX

1. Forms

a. Certificate of Unavailability	DBD 502
b. Utilization Report	DBD 503

APPENDIX A

MIAMI-DADE COUNTY

Small Business Enterprise (SBE)
Certificate of Unavailability

RFP/BID No. _____

_____
(Name of Prime Contractor) (Firm Name)

_____
(Address) (Telephone No.)

I contacted the _____ to obtain a bid for work items to be
***SBE Firm**
performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

a. _____ SBE firm did not respond to the invitation.

b. _____ SBE firm was not available to work.

c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

_____ _____
(Prime Contractor Signature) (Date)

_____
Title

***If multiple SBE firms are contacted, please make additional copies as deemed necessary.**

DBD 502

MIAMI-DADE COUNTY

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
UTILIZATION REPORT

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

Reporting period: **Project Name:** _____ **Project Goal:** _____%

From: _____ **To:** _____ **Project Number:** _____

Name: FEIN:	Date of Award	Agreement Amount	Change Order Modification(s) Amount	Scheduled Completion Date	Percentage of Contract Completed
Address:					

Amount of Requisitioned this Period $_____ **Amount Requisitioned for SBE Subcontractors this Period: $**_____

Total Amount Requisitioned/Paid to Date $_____/_____ **Total Amount Requisitioned/Paid to SBE Subcontractors to Date $** _____/_____

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS

Name of SBE Subcontractor	Agreement Amount	Description of Work	Amount Sub Requisitioned this period	Amount Paid to Sub to Date	Actual Starting Date	Scheduled Completion Date
			$	$		
			$	$		
			$	$		
			$	$		
			$	$		
			$	$		
		TOTAL				

_____ Prime Signature _____ Date

_____ Print Name _____ Title _____ Telephone

DBD 503

JACOBS
CONSULTANCY

555 Airport Boulevard, Suite 300
Burlingame, California 94010 U.S.A.
1.650.579.7722 Fax: 1.650.343.5220

November 8, 2007

Mr. Anthony L. Jackson
Managing Director
A.L. Jackson & Company, P.A.
1525 N.W. 167th Street, Suite 410
Miami, Florida 33169

Re: Prime/Subcontractor Agreement
Financial Feasibility Consultant Services
Miami-Dade Aviation Department

Dear Mr. Jackson:

Jacobs Consultancy (JC) and A.L. Jackson & Company, P.A. (ALJ) have agreed to team together in proposing to provide financial feasibility consultant services for Miami-Dade Aviation Department (MDAD). To be found responsive to the Request for Qualifications (RFQ), MDAD requires that JC, as prime consultant and ALJ, as subcontractor, provide a Prime/Subcontractor Agreement that includes the elements below. This agreement will become effective if and only if JC is awarded this contract by MDAD and upon receipt of notice to proceed.

SCOPE OF WORK

Analyze Historical Financial Non-Aeronautical Revenues at Miami-Dade International Airport (the Airport):

- Analyze historical Non-Aeronautical revenues at the Airport since 1995
- Obtain information regarding MDAD's accounting and management procedures for calculating and forecasting non-aeronautical revenues, including the status of any new lease management/billing system, policies regarding finance charges on past due accounts, and MDAD's procedures for determining compliance with participation rent provisions

Compare data Regarding Non-Aeronautical Revenues at Other Airports

- Obtain data regarding the concession, parking and other passenger-driven non-aeronautical revenue at Fort Lauderdale-Hollywood International Airport, Jacksonville, West Palm Beach and Fort Myers International Airports

- Compare the results for the above-mentioned airports to those of Miami-Dade International Airport

Prepare a forecast of Non-Aeronautical Revenues to be included in the feasibility study.

- Preliminary Draft report sections
- Revised draft report sections in response to comments from MDAD and MDAD's Financing Team
- Draft report sections for distributing to the rating agencies, underwriters, and bond insurers
- Final report sections for inclusion in the Preliminary Official Statement (POS)
- Revised final report sections, if necessary, for inclusion in the Official Statement (OS)

Prepare a written material to be included in the Feasibility Study.

- Preliminary draft report sections
- Revised draft report sections in response to comments from MDAD and MDAD's Financing Team
- Draft report sections for distribution to the rating agencies, underwriters, and bond insurers
- Final report sections for inclusion in the Preliminary Official Statement (POS)
- Revised final report sections, if necessary, for inclusion in the Official Statement (OS)

Assist with Other Tasks. If the percentage of actual professional fees and reimbursable expenses for the scope of work detailed herein are less than the percentage amount of the total budget amount discussed below, then ALJ shall be requested to perform additional professional services related to this task. Additional tasks may include attending meetings with MDAD and MDAD's Financing Team or other services related to this task.

SCHEDULE

To meet the schedule outlined in the proposal:

- A preliminary draft of the sections of the feasibility shall be provided within 5 weeks of receiving notice to proceed (NTP) from JC (the preliminary draft of the sections may not include all the information that will ultimately be provided, but will include any information available as of that date)
- A complete draft of the sections incorporating comments from MDAD and MDAD's Financing Team will be provided to JC within 7 weeks of NTP
- A draft of the sections incorporating further comments from MDAD and MDAD's Financing Team and suitable for distribution to the rating agencies, underwriters, and bond insurers will be provided to JC within 8 weeks of NTP.
- The final sections of the feasibility study shall be provided to JC for inclusion in the Preliminary Official Statement (POS) within 9 weeks of NTP to be sent to the rating agencies.
- If the County and MDAD decide to update the feasibility study for the final OS, a revised final section/chapter will be provided to JC within 11 weeks.

The specific schedule of delivery for these written materials may be revised, based on direction from MDAD and MDAD's Financing Team, and as agreed to by JC and ALJ.

PERCENTAGE OF FEES

ALJ will receive 10% of the total fees to be received as compensation under the prime contract to provide Financial Feasibility Consultant Services to MDAD.

PROMPT PAYMENT

- JC, as prime contractor, will include in its invoices to MDAD, where applicable, copies of undisputed invoices from ALJ within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. JC will pay those amounts not in dispute to ALJ within 2 days of receipt of payment from MDAD. If JC fails to submit undisputed invoices from ALJ to MDAD as specified herein or chooses not to submit any invoice to MDAD pursuant to the invoice schedule, JC will pay the full amount of the received invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.

Mr. Anthony L. Jackson
November 8, 2007

- JC will notify ALJ, in writing, of those amounts billed by ALJ which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure by JC to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying ALJ, and payment shall be forthcoming from MDAD or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.

* * * * *

Please indicate your acceptance in the space provided below, and return the original to us. We look forward to working with you on this important effort for MDAD. Please call me if you have any questions.

Sincerely,

Mark D. Taylor
Director

ACCEPTED BY:

A.L. Jackson & Company, P.A.

By: Anthony L. Jackson

Title: President

Date: 11/08/07

MDT/et
MIA570

cc: Ms. Cynthia A. Nichol

JACOBS
CONSULTANCY

555 Airport Boulevard, Suite 300
Burlingame, California 94010 U.S.A.
1.650.579.7722 Fax: 1.650.343.5220

November 8, 2007

Mr. Manuel Lasaga
Strategic Information Analysis, Inc.
2150 Coral Way, #3-B
Miami, Florida 33145

Re: Prime/Subcontractor Agreement
Financial Feasibility Consultant Services
Miami-Dade Aviation Department

Dear Mr. Lasaga:

Jacobs Consultancy (JC) and Strategic Information Analysis (StratInfo) have agreed to team together in proposing to provide financial feasibility consultant services for Miami-Dade Aviation Department (MDAD). To be found responsive to the Request for Qualifications (RFQ), MDAD requires JC, as prime consultant and StratInfo, as subcontractor, to provide a Prime/Subcontractor Agreement that includes the elements below. This agreement will become effective if and only if JC is awarded this contract by MDAD and upon receipt of notice to proceed.

SCOPE OF WORK

- Obtain Population Data
  - Obtain historical data and other information regarding the population of the Miami-Dade Metropolitan Statistical Area (MSA), the State of Florida and the United States for 1980, 1985, 1990, 1995, 2000, and the most recent year available.
  - Obtain updated population forecasts for the Miami-Dade MSA, the State of Florida and the United States for 2010 and 2015, if available, or for two other future years.
- Obtain Economic Data
  - Obtain historical data and other information regarding nonagricultural employment, by sector, of the Miami-Dade MSA, the State of Florida and the United States for 1980, 1985, 1990, 1995, 2000, and the most recent year available.

Over 60 years of service

- Obtain updated forecasts of nonagricultural employment, by sector, for the Miami-Dade MSA, the State of Florida and the United States for 2010 and 2015, if available, or for two other future years.

- Obtain information regarding the number of employees employed by the ten largest private employers in Miami-Dade County.

- Obtain activity and employment data and other significant information regarding the Port of Miami.

- Obtain Tourism Information.

  - Obtain historical data and other significant information regarding tourism in the Miami-Dade MSA, the State of Florida and the United States for the most recent years available.

  - Obtain and summarize historical data and information regarding local resident leisure travel, conventions, cruise travel, and number of hotel rooms by year for recent years, if available.

- **Obtain Information on the Economic Outlook for the Airport Service Region.** Obtain and summarize information regarding the economic outlook for the Miami-Dade MSA.

- Prepare written material to be included in the Feasibility Study.

  - Preliminary draft report section or chapter

  - Revised draft report section or chapter in response to comments from MDAD and MDAD's Financing Team

  - Draft report section or chapter suitable for distribution to the rating agencies, underwriters, and bond insurers

  - Final report section or chapter for inclusion in the Preliminary Official Statement (POS)

  - Revised final report section or chapter, if necessary, for inclusion in the Official Statement (OS)

- **Assist with Other Tasks.** If the percentage of actual professional fees and reimbursable expenses for the scope of work detailed herein are less than the percentage amount of the total budget amount discussed below, then StratInfo shall be requested to perform additional professional services related to this

task. Additional tasks may include attending meetings with MDAD and MDAD's Financing Team or other services related to this task.

SCHEDULE

To meet the schedule outlined in the proposal:

- A preliminary draft of the section/chapter of the feasibility shall be provided within 5 weeks of receiving notice to proceed (NTP) from JC (the preliminary draft of the section/chapter may not include all the information that will ultimately be provided, but will include any information available as of that date).
- A complete draft of the sections incorporating comments from MDAD and MDAD's Financing Team will be provided to JC within 7 weeks of NTP.
- A draft of the sections incorporating further comments from MDAD and MDAD's Financing Team and suitable for distribution to the rating agencies, underwriters, and bond insurers will be provided to JC within 8 weeks of NTP.
- The final section/chapter of the feasibility study shall be provided to JC for inclusion in the Preliminary Official Statement (POS) within 9 weeks of NTP to be sent to the rating agencies.
- If the County and MDAD decide to update the feasibility study for the final OS, a revised final section/chapter will be provided to JC within 11 weeks.

The specific schedule of delivery for these written materials may be revised, based on direction from MDAD and MDAD's Financing Team, and as agreed to by JC and StratInfo.

PERCENTAGE OF FEES

StratInfo will receive 5% of the total fees to be received as compensation under the prime contract to provide Financial Feasibility Consultant Services to MDAD.

PROMPT PAYMENT

- JC will include in its invoices to MDAD, where applicable, copies of undisputed invoices from StratInfo within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. JC will pay those amounts not in dispute to StratInfo within 2 days of receipt of payment from MDAD. If JC fails to submit undisputed invoices from StratInfo to MDAD

as specified herein or chooses not to submit any invoice to MDAD pursuant to the invoice schedule, JC will pay the full amount of the received invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.

- JC will notify StratInfo, in writing, of those amounts billed by StratInfo which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure by JC to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying StratInfo, and payment shall be forthcoming from MDAD or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.

* * * * *

Please indicate your acceptance in the space provided below, and return the original to us. We look forward to working with you on this important effort for MDAD. Please call me if you have any questions.

Sincerely,

Mark D. Taylor
Director

ACCEPTED BY:

Strategic Information Analysis, Inc.

By: _____

Title: PRESIDENT

Date: 11/08/2007

MDT/et
MIA570

cc: Ms. Cynthia A. Nichol

EXHIBIT E

EXECUTED AFFIDAVITS
(SINGLE EXECUTION AFFIDAVITS
AND
CONDITION OF AWARD
CERTIFICATIONS/VERIFICATIONS)

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

This sworn statement is submitted for:

PROJECT TITLE Financial Feasibility Consultant Services

PROJECT NUMBER MDAD-07-01

COUNTY OF San Mateo

STATE OF California

Before me the undersigned authority appeared Mark Taylor (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

Jacobs Consultancy Inc.
(Name of Entity)

555 Airport Blvd., Ste. 300, Burlingame, California 94010
(Address of Entity)

74 / 1 - 7 / 4 / 4 / 5 / 3 / 8 /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Director and Authorized Representative
~~(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:

   Jacobs Consultancy Inc.

   555 Airport Blvd., Ste. 300

   Burlingame, California 94010

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.

   Jacobs Consultancy Inc. is a wholly-owned subsidiary of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. is a publicly traded corporation.

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.

   Jacobs Consultancy Inc. is a wholly-owned subsidiary of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. is a publicly traded corporation.

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.

   Jacobs Consultancy Inc. is a wholly-owned subsidiary of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. is a publicly traded corporation.

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.

   NA

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

   NA

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 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:	_____ Males	_____ Females	See attached EEO-1 Form
Asian:	_____ Males	_____ Females	
Black:	_____ Males	_____ Females	
Native American:	_____ Males	_____ Females	
Hispanics:	_____ 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**

CO= 1429474
U= AR07412

EQUAL EMPLOYMENT OPPORTUNITY
2007 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. JACOBS ENGINEERING GROUP INC
1111 S ARROYO PKWY
PASADENA, CA 91105

2.a. JACOBS CONSULTANCY
555 AIRPORT BLVD SUITE 300
BURLINGAME, CA 94010

SAN MATEO COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541330 Engineering Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			********** MALE **********						********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	42	0	0	0	0	0	10	0	0	0	0	0	52
PROFESSIONALS	0	0	18	0	0	3	0	0	4	1	0	3	1	0	30
TECHNICIANS	0	0	1	0	0	0	0	0	2	0	0	0	0	0	3
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	1	1	0	0	0	0	0	3	0	0	4	0	0	9
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	1	62	0	0	3	0	0	19	1	0	7	1	0	94
PREVIOUS REPORT TOTAL															80

SECTION F - REMARKS

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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)			
2007	$ 995,000	$ ongoing	NA %

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

Litigation Arising out of Contract: None

(2)			
July 2006	$ NA (a)	$ 0	NA %

(a) Task order contract with budgets established each year.

Name of Dept. & Summary of Services Performed: Miami Dade County
Management Advisory Services Pool -- no work performed under this contract

Litigation Arising out of Contract: None

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
1991	$ NA (a)	$ Approx. $2.0m	NA %

(a) Task order contract with budgets established each year.

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

Financial general advisory and cargo analysis

Litigation Arising out of Contract: None

(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? 61 years

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

---

* Prior to October 1, 2006, the directors and staff of Jacobs Consultancy Inc. operated as Leigh Fisher Associates, a division of Jacobs Consultancy Inc.; prior to January 1, 2004, the directors and staff of Leigh Fisher Associates, a division of Jacobs Consultancy Inc., operated as Leigh Fisher Associates, a sub-chapter S corporation; prior to 1993, the principals and staff of Leigh Fisher Associates operated as the airport consulting practice of KPMG Peat Marwick.

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. 0099-0652 and the expiration date of November 30, 2007

[ ] 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.

(Signature of Authorized Representative)

Title Mark Taylor, Director

Date 11/14/07

STATE OF: California

COUNTY OF: San Mateo

The above affidavits were acknowledged before me this 14th day of November, 2007

by Mark Taylor, Director,
(Authorized Representative)

of Jacobs Consultancy 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.

(Signature of Notary)

ELIZABETH M. RAMOS
(Print Name)

Notary Stamp or Seal:

ELIZABETH M. RAMOS
Commission # 1464013
Notary Public - California
San Mateo County
My Comm. Expires Jan 20, 2008

Notary Commission Number: 1464013

My Commission Expires: 1-20-08

REF: ATTACHED CALIF ACK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN MATEO } ss.

On 11-14-07 (Date), before me, ELIZABETH M. RAMOS, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared MARK TAYLOR (Name(s) of Signer(s)),

☐ personally known to me

☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELIZABETH M. RAMOS
Commission # 1464013
Notary Public - California
San Mateo County
My Comm. Expires Jan 20, 2008

Place Notary Seal Above

WITNESS my hand and official seal.

Elizabeth M Ramos
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: APPENDIX E 7

Document Date: 11-14-07 Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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APPENDIX E-2

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

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Financial Feasibility Consultant Services for Miami-Dade Aviation Department

PROJECT NUMBER MDAD-07-01

COUNTY OF San Mateo

STATE OF California

Before me the undersigned authority appeared Mark D. Taylor (Print Name), who is personally known to me or who has provided California Drivers License as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Jacobs Consultancy Inc.
(Name of Entity)

555 Airport Blvd. Suite 300; Burlingame, CA 94010
(Address of Entity)

7 / 4 - 1 / 7 / 4 / 4 / 5 / 3 / 8
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Director
(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.

___✓___ 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.

___✓___ 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.

___✓___ 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.

__✓__ 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.

__✓__ 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.

✓ 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.

✓ 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.

(Signature of Authorized Representative)

Title Director

Date April 10, 2008

STATE OF: California

COUNTY OF: San Mateo

The above certifications/verifications were acknowledged before me this 10th day of April, 2008,

by Mark Taylor,
(Authorized Representative)

of Jacobs Consultancy 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.

(Signature of Notary)

Darlene A. Bell
(Print Name)

Notary Stamp or Seal:

DARLENE A. BELL
Commission # 1660852
Notary Public - California
San Mateo County
My Comm. Expires Apr 25, 2010

Notary Commission Number: 1660852

My Commission Expires: April 25, 2010

ACKNOWLEDGMENT

State of California
County of San Mateo)

On April 10, 2008 before me, Darlene A. Bell
(insert name and title of the officer)

personally appeared Mark Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DARLENE A. BELL
Commission # 1660852
Notary Public - California
San Mateo County
My Comm. Expires Apr 25, 2010

Signature DBell (Seal)

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

Firm Name of Prime Entity/Respondent: Jacobs Consultancy Inc. Project No. MDAD-07-01

Project Name: Financial Feasibility Consultant Services for the Miami-Dade Aviation Department

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	
MET Consulting 677 Totten Way, Cincinnati OH	Mary E. Tracey	Project Manager and Financial Analysis	15% ($42,000*)	F	
A.L. Jackson & Company 1525 N.W. 167th St., Ste. 410 Miami, FL	Anthony L. Jackson	Financial Analysis	10% ($28,000*)	M	SBE
Strategic Information Analysis, Inc. 2150 Coral Way, #3-B Miami, FL 33145	Manuel Lasaga	Economic Analysis	5% ($14,000*)	M	SBE
		* Dollar amounts show are for a typical feasibility study. Exact amounts are to be negotiated w/MDAD and subcontractors.			

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

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Prime Entity/Respondent Signature — Mark Taylor, Print Name — Director, Print Title — 4/10/08, Date

(Duplicate if additional space is needed)

Statement of Policy and Procedures for Awarding Subcontracts
Jacobs Consultancy

Jacobs Consultancy, as a matter of policy, makes every effort to engage subcontractors headquartered in Miami-Dade County or having a place of business in Miami-Dade County. Jacobs Consultancy' policy is to:

- Notify local firms of the opportunity to be awarded a subcontract. We have working relationships with many firms in Miami-Dade County, and we have an employee of Jacobs Consultancy who lives and works in Broward County. To enhance our team on proposal efforts, Jacobs Consultancy makes extensive efforts to contact and notify local firms of opportunities to be awarded subcontracts on work Jacobs Consultancy is proposing to perform as well as work we have been awarded.

- Jacobs Consultancy invites local firms to submit proposals in practical and expedient ways. We outline requirements well in advance of their required due dates and try to exchange information through email and electronic means whenever possible.

- Jacobs Consultancy offers local firms whatever information is necessary to prepare and submit subcontracting proposals. We provide the necessary RFP documents, wherever appropriate, as well as specific forms and detailed information requirements.

- Jacobs Consultancy allows and encourages local firms to meet with our personnel to discuss requirements. We have ongoing dialogues by telephone and by email, often several times a day, to discuss these requirements. It is our policy to maintain excellent communications with local firms.

- Jacobs Consultancy awards subcontracts based on consideration of all submitted proposals by local firms and in accordance with the abovementioned policy.

I, Nicholas Davidson, Managing Director, am a duly authorized representative of Jacobs Consultancy and affirm that the above description accurately reflects the company's policies and procedures.

4/25/07

Nicholas Davidson — Date
Managing Director

MIA563

FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

July 6, 2004

JACOBS CONSULTANCY INC.
P.O. BOX 7084
PASADENA, CA 91109

Qualification documents for JACOBS CONSULTANCY INC. were filed on July 2, 2004 and assigned document number F04000003771. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number H04000138295.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact thisoffice at the address given below.

Jason Merrick
Document Specialist
Registration/Foreign Qualification
Division of Corporations Letter Number: 304A00043292