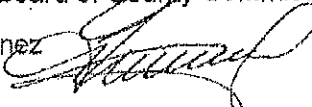


# Memorandum



Date: February 3, 2015

To: Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor 

Subject: Award Recommendation for Airline Liaison Office Consulting Services for the Miami-Dade Aviation Department, RFQ No. MDAD-13-03, in the amount of \$5,263,125.00

Agenda Item No. 8(A)(1)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Professional Services Agreement for Airline Liaison Office consulting services to Airport & Aviation Professionals, Inc. (AvAirPros) in an amount not to exceed \$5,263,125.00, and authorize the Mayor or the Mayor's designee to execute the Agreement and exercise any termination provisions.

## SCOPE

Miami International Airport (MIA) is located primarily within Commissioner Rebeca Sosa's District 6; however, the impact of this item is countywide as MIA is a regional asset.

## 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. The Agreement also delegates to the Aviation Director the right to make non-material changes to the agreement as may be required to conform the agreement to future FAA or TSA requirements.

## FISCAL IMPACT/FUNDING SOURCE

The total contract amount for the seven (7) year term is \$5,263,125.00 including the Inspector General Fee and will be paid from the Miami-Dade Aviation Department (MDAD) Operating Budget.

## TRACK RECORD/MONITOR

AvAirPros has performed satisfactorily on the existing contract, according to MDAD Assistant Director of Business Retention & Development Gregory C. Owens, who will monitor this Agreement.

## DUE DILIGENCE

Pursuant to Resolution R-187-12, due diligence was conducted to determine AvAirPros' responsibility, including verifying its corporate status and that no performance or compliance issues exist. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings related to AvAirPros' responsibility.

## BACKGROUND

AvAirPros will provide Airline Liaison Office consulting services and serve as a single point of contact for MDAD as it relates to coordination of issues with the Miami Airport Affairs Committee (MAAC) on matters with broad implications to airlines related to financial, technical, operations and airport affairs as required by the Airline Use Agreement between MDAD and airlines operating at MIA.

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

As the current agreement will expire at the end of the year, the Request for Qualifications (RFQ) for the subject project was advertised on April 18, 2014, with a Small Business Enterprise (SBE) goal of 20%. Both responding firms, Airport & Aviation Professionals, Inc and ALTYUS, Inc. were deemed compliant.

The Evaluation/Selection Committee met on August 6, 2014 and reviewed the Qualification Statements submitted by the two (2) responding firms and heard their presentations at the public hearing on August 19, 2014. The Committee recommended negotiations with the highest-ranked responsive and responsible firm, Airport & Aviation Professionals, Inc, and negotiations were successfully concluded.

PROJECT: RFQ for Airline Liaison Office Consulting Services

PROJECT NO.: RFQ No. MDAD-13-03

PROJECT LOCATION: Miami International Airport

COMPANY NAME: Airport & Aviation Professionals, Inc.

TERM OF AGREEMENT: Seven (7) years

OPTION(S) TO RENEW: None

AMOUNT OF AGREEMENT: \$3,500,000.00 for basic services and \$1,750,000.00 for additional services, and \$13,125.00 for the Inspector General Audit Account for a total of \$5,263,125.00.

COMPANY PRINCIPALS: Luis Salomon

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: Anglo white male

COMPANY LOCATION: 5551 Ridgewood Drive, Suite 300  
Naples, FL 34108

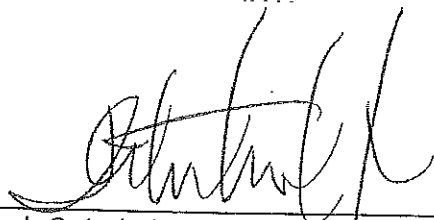
HOW LONG IN BUSINESS: Twenty Five (25) years

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS: One agreement at \$3,150,000.00

CONTRACT MEASURE: 20% SBE goal

CONTRACT MEASURE

ACHIEVED: 20% SBE goal (\$1,050,000.00)  
SBE SUBCONSULTANTS: LIVS Associates  
ADVERTISEMENT DATE: April 18, 2014  
LIVING WAGE: No  
USING DEPARTMENT: Miami-Dade Aviation Department



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Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 3, 2015

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

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

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(1)  
2-3-15

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

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AIRPORT & AVIATION PROFESSIONALS, INC., FOR AIRLINE LIAISON OFFICE CONSULTING SERVICES, RFQ NO. MDAD-13-03, IN AN AMOUNT NOT TO EXCEED \$5,263,125.00 AND FOR A TERM OF SEVEN YEARS; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board: (i) approves the Professional Services Agreement between Miami-Dade County and Airport & Aviation Professionals, Inc. for Airline Liaison Office Consulting Services, RFQ No. MDAD-13-03, substantially in the form attached hereto, in an amount not to exceed \$5,263,125.00, and for a term of seven (7) years, and (ii) authorizes the County Mayor or Mayor's designee to execute same and to exercise the termination and other provisions contained therein.

The 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



David M. Murray

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES  
FOR THE MIAMI-DADE AVIATION DEPARTMENT**

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This AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ between

the County:

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

and the Consultant:

Luis Salomon  
Airport & Aviation Professionals, Inc.  
5551 Ridgewood Drive, Suite 300  
Naples, FL 34108  
Phone#: (239) 262-0010  
Fax#: (239) 262-8808

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

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**ATTACHMENTS:**

- Exhibit A     Implementing Order 3-41 Small Business Enterprise Program, SBD Worksheet  
                  and executed Schedule(s) of Intent
- Exhibit B     Implementing Order 3-58 – First Source Hiring Referral Program
- Exhibit C     Subcontractor Payment Report
- Exhibit D     Affidavits executed by Successful Respondent
- Exhibit E     Schedule of Hourly Rates Negotiated with the Successful Respondent

**MIAMI-DADE AVIATION DEPARTMENT  
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

This Non-Exclusive Professional Services Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ 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 Airport & Aviation Professionals, Inc. (the "Consultant"), authorized to do business in the State of Florida (collectively, the "Parties").

**WHEREAS**, the County as owner and operator of Miami International Airport ("MIA" or the "Airport") through its Miami-Dade Aviation Department ("MDAD" or the "Department"), needs professional Airline Liaison Office (ALO) consulting services; and

**WHEREAS**, the Consultant offers to provide said consulting services in a manner that shall conform to (i) the Scope of Work delineated in the County's Request for Qualifications ("RFQ") No. MDAD 13-03 and all associated addenda, incorporated herein by reference, and (ii) the requirements of this Agreement; and

**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 terms "Agreement" or "Contract" shall mean this Agreement including (i) all contract terms and conditions; (ii) Consultant's Qualification Statement, and (iii) all appendices, attachments, exhibits and amendments thereto entered into by the County and the Consultant.
- b) The term "Airline Use Agreement" ("AUA") shall mean the Agreement which governs the rights and responsibilities of commercial airlines that conduct business at County airports. This includes the use of airfield facilities, terminal building facilities, terminal landside facilities and all appurtenances, facilities, improvements, equipment and services that are provided for the common use of all airlines. Use of facilities is subject to the rules and regulations applicable to the Airport as established by the County or MDAD and fees and charges established by the County or MDAD applicable to such use.
- c) The term "Airport" shall mean ~~Miami International Airport, Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Dade-Collier Training and Transition Airport.~~

- d) The term "Article" shall mean the article section contained in this Agreement.
- e) The terms "Aviation Director or Director" shall mean the Director of the Miami-Dade Aviation Department or his/her designee.
- f) The term "Board" shall mean the Board of County Commissioners of Miami-Dade County, Florida.
- g) The terms "Consultant" or "Contractor" or "Selected Respondent" shall mean the Respondent that receives an award of an Agreement from the County as a result of the Solicitation.
- h) The term "County" shall mean Miami-Dade County, a political subdivision of the State of Florida.
- i) The term "Date of Execution" shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee and attestation by the Clerk.
- j) The term "Days" shall mean calendar days, unless specifically stated otherwise.
- k) The term "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.
- l) The terms "Department" or "MDAD" shall mean the Miami-Dade Aviation Department.
- m) The term "Effective Date" shall mean the tenth (10<sup>th</sup>) business day after the Date of Execution by the Mayor and attestation by the Clerk of the Board of this Agreement.
- n) The term "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 Work 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 Work 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.
- o) The term "Qualification Statement" shall mean a Respondent's written response to this solicitation document.
- p) The term "Report(s)" shall mean all documentation concerning the Services offered by the Consultant concerning Consultant's performance in meeting the requirements of this Agreement.

- q) The term "Scope of Work" shall mean all services, work, and actions by the Consultant performed pursuant to Article 3 of this Agreement.
- r) The term "Service Order" shall mean a written order signed by the Director, or his designee, directing the Consultant to perform or modify the performance of such Services.
- s) The term "Sub-Article" shall mean the subarticle section contained in this Agreement.
- t) The term "Subconsultant" or "Subcontractor" shall mean any person, firm, entity, 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.
- u) The terms "Work", "Services", "Program", "Project", or "Engagement" shall mean all matters, and items, required of the Consultant in accordance with the provisions of this Agreement.

## ARTICLE 2 – TERM

The Term of the Agreement shall be seven (7) years, shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

## ARTICLE 3 – SCOPE OF WORK

**3.01 BASIC SERVICES:** The Consultant will provide a single point of contact for the Miami-Dade Aviation Department ("MDAD") as it relates to coordination of issues with the Miami Airport Affairs Committee ("MAAC") on matters with broad implications to airlines related to financial, technical, operations, and airport affairs. The work includes:

### A. Coordination and Representation Activities

- Establish and maintain effective lines of communication between the MAAC, MDAD, MDAD consultants, and other County departments (i.e., Regulatory and Economic Resources).
- Establish processes to encourage MDAD and the MAAC to work together to identify and resolve areas of potential disagreement.
- Assist the MAAC Chairperson related to coordinating activities of all airline committees (i.e., Local Station Managers, Specialty Working Groups) with MDAD staff and its consultants as may be necessary.
- Coordinate scheduling of meetings and conference calls among airlines as well as between airlines and MDAD and others as necessary.

- Participate in certain regularly scheduled and impromptu meetings that are called by MDAD and/or the airlines.
- Prepare materials and participate in meetings with airline representatives (i.e., MAAC, Local Station Managers, Specialty Working Groups) as well as with MDAD staff representatives on behalf of airlines when airline representatives are unable to participate and as directed by the Chair of the MAAC from time to time.
- Attend all MAAC monthly meetings and serve as scribe for compilation and distribution of minutes to participants.
- Facilitate communications between MDAD staff and the MAAC on issues when disagreements arise.
- Distribute MDAD documents to the airlines serving Miami International Airport ("MIA").
- Provide a single, coordinated response to MDAD that represents the consensus view of the MAAC on project matters and issues. To the extent that a consensus does not exist, provide the different viewpoints that exist without prejudice.
- Respond to requests for information and/or assistance from individual airline representatives.

**B. Future and Ongoing Capital Improvement Program Review/Validation/Prioritization Activities**

- Participate as a voting member in the MIA User Group meetings to review and prepare written comments regarding the need for, timing, and order of magnitude reasonableness of the scope/budget of the funded projects not yet in construction and unfunded Capital Improvement Program ("CIP") as described in pre-design phase related documents that are available.
- Coordinate airline industry review of program level planning and pre-design phase documents in an effort to facilitate establishment of a consensus airline industry position regarding the proposed CIP.
- Facilitate discussions early on between MAAC and MDAD in an effort to address those areas of disagreement that may exist related to the proposed CIP.
- Coordinate MAAC input in program level planning and pre-design phase related activities undertaken by MDAD.
- Coordinate the majority-in-interest ("MI") vote of MAAC member airlines on capital projects as required in the Airline Use Agreement ("AUA").

**C. Pre-Design Phase Activities**

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

**D. Design Phase Activities**

- Review and prepare written comments as requested by the MAAC Chair on design phase submittals received from MDAD staff and its consultants. These submittals may include:
  - Design Drawings and Design Criteria Reports/Specifications.
  - Project Cost Estimate and Schedule Reports.
  - Various Project Reports/Studies (e.g., Value Engineering Reports, Simulation

Analysis Reports, Hazardous Material Remediation Reports, Specialty System Reports, Aircraft Parking Studies).

- Miscellaneous Correspondence.
- Coordinate MAAC's review of above referenced design phase submittals from MDAD and its consultants and such other issues that arise during the design phase of a project.
- Assimilate comments and facilitate discussions as may be necessary to develop a consensus industry position/comments among MIA airlines as well as preparation of correspondence to MDAD on behalf of the MAAC.
- Provide technical input to the MAAC, MDAD staff, and its consultants on an advisory basis.
- Prepare and present technical/analytical support documentation and/or alternative conceptual plans, specifications, ideas and perspective viewpoints as may be appropriate and/or requested to address design phase issues that arise.

**E. Construction Phase Activities**

- Participate in program level and project level construction meetings of certain, but not all projects as may be requested by the MAAC Chair to provide a MAAC perspective for consideration by MDAD.
- Participate in project level activation meetings as requested by the MAAC Chair from time to time to help coordinate airline tenant improvement construction activities with base-building construction activities.

**F. Financial Submittal Review, Comment and Issue Resolution Activities**

- Assist the MAAC in its efforts to review CIP related financial submittals (e.g., Financial Feasibility Reports) to facilitate its understanding of the impact that the implementation of the CIP will have on airline rates and charges.
- Prepare financial capacity analyses to assist the MAAC and MDAD in understanding the general level of capital expenditure supportable based on targeted cost measures such as unit rates or cost per enplanement.
- Review MDAD financial plans to provide the MAAC with an understanding of opportunities to reduce airline costs by implementing alternative financial approaches.
- Coordinate the MAAC's involvement in the review of annual Airport MDAD operating budgets and rates and charges calculated.
- Produce independent rate models to validate and verify MDAD rate calculations. Use rate model to develop alternate approaches to rate making as operating conditions change at the Airport.
- Prepare analysis for review/consideration by the MAAC in preparation for meetings with MDAD as may be necessary to evaluate the financial impacts attributable to miscellaneous issues that arise.

**G. Airport Operations Review, Comment and Issue Resolution Activities**

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

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

**H. Miscellaneous Airport Affairs Issues Review, Comment and Resolution Activities**

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

**I. Prohibited Activities**

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

**3.02 ADDITIONAL SERVICES:** Subject to the approval of MDAD and the MAAC; the ALO Consultant may be requested to perform additional services, including but not limited to the services listed below.

- A. In the event MDAD proceeds with a major Capital Improvement Program (CIP), MDAD may request the ALO Consultant to provide various program administration services to assist MDAD and the MAAC in monitoring of the CIP.
- B. Review and provide best practices for the installation, maintenance and operations of the airport's baggage system.
- C. Other closely related work as requested by the Department and approved by the MAAC.

**ARTICLE 4 - COMPENSATION**

**4.01 COMPENSATION FOR SERVICES AND REIMBURSABLE EXPENSES**

Except as otherwise provided for herein, the compensation for Basic Services, including reimbursable expenses, shall not exceed \$3,500,000.00 for the Term of the Agreement. The Compensation for Additional Services, including reimbursable expenses shall not exceed \$1,750,000.00 for the Term of the Agreement. Compensation for Basic and Additional Services will be in accordance with Exhibit E, Schedule of Hourly Rates.

As compensation for the provision of Services and only if authorized by Department Service Order(s), the County shall pay the Consultant the fees specified in the Service Order(s) issued.

The County shall have no obligation to issue any Service Order(s). 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. Tolls will be based on actual charges. Parking charges will be reimbursed while in Miami only and while conducting business pursuant to this Agreement.
- C. Itemized long distance telephone and telefax costs, directly attributable to and identified as applicable to the Work of the Consultant.
- D. Postage and shipping directly related to this Agreement will be reimbursed at cost.
- E. Expense as authorized in A-D above, if submitted within three (3) months of when incurred will be reimbursed.

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

The Department will provide office space to AvAirPros at MIA at no additional cost.

#### **4.02 INVOICES AND METHOD OF PAYMENT**

The Consultant shall submit, to the Project Manager one (1) original and two (2) copies of duly certified invoice(s) for payments due for the portion(s) of Services performed and eligible for payment under the terms of this Agreement. Invoices 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 Project Manager may request other supporting documentation reasonably required to support the processing of payments. All payments shall be governed by the provisions of the Florida Prompt Payment Act.

#### **4.03 ACCOUNTING RECORDS AND AUDIT PROVISIONS**

The County reserves the right to audit the accounts and records of the Consultant supporting all payments for Services hereunder and all reimbursable expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Consultant's books and records that pertains to the Consultant's operation under this Agreement. In addition, the County shall have the

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 a fifteen (15) Day notice of the audit results to the Consultant.

#### 4.04 SUBCONTRACTORS PAYMENT REPORT

In accordance with Section 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the Consultant shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the Consultant intends to pay less than the subcontract amount, the Consultant shall deliver to the County a statement explaining the discrepancy or any disputed amount in the attached Exhibit C.

### ARTICLE 5 – INDEMNIFICATION AND HOLD HARMLESS

The Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur 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 the Agreement by the contractor or its employees, agents, servants, partners, or principals or subcontractors/subconsultants. 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 fees which may issue thereon. The Consultant expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by Consultants shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**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), 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 action 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 or 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 above 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 Sub-consultant.

#### **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 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.

#### **6.05 NON-DISCRIMINATORY ACCESS TO PREMISES AND SERVICES**

Contractor, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (3) the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation as amended from time to time; and (4) the Contractor shall obligate their Subcontractors and sub-consultants to the same

nondiscrimination requirements imposed on the Contractor and assure said requirements are included in those sub-agreements.

**ARTICLE 7 – AFFIRMATIVE ACTION**

**7.01 AFFIRMATIVE ACTION REQUIREMENTS**

In accordance with the requirements of Section 2-8.1.5 of the Code of Miami-Dade County, 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 Small Business Development ("SBD") Division. 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 Section 2-8.1.5 of the Code of Miami-Dade County. 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.

**7.02 CONTRACT MEASURES**

This contract includes participation provisions for Miami-Dade County Small Business Enterprises (SBEs) as follows:

<u>Measure</u>	<u>Program</u>
20%	SBE

The participating SBE firms (or joint ventures) must maintain a valid Miami-Dade County SBE certification throughout the duration of this Agreement, as well as, meet all other requirements as stipulated in Exhibit A.

**ARTICLE 8 – INSURANCE**

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

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

The Consultant shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and the Miami-Dade Aviation Department has accepted such insurance.

- A. Worker's Compensation, as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "A-" as to financial strength and no less than "Class VII" as to financial size, according to the latest edition of Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the Department's Risk Management Office.

Prior to the commencement of operations hereunder, and annually thereafter, the Consultant shall furnish certificates of insurance to Miami-Dade County Aviation Department Risk Management which certificates shall clearly indicate: (1) that the Consultant has obtained insurance in the type, amount and classifications as required for strict compliance with this section; that Miami-Dade County is named as an Additional Insured with respect to the Commercial General Liability coverage.

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

The County reserves the right to require the Consultant to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Consultant, which notice shall automatically amend this Agreement effective thirty (30) Days after such notice.

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

Right to Examine: The Miami-Dade Aviation Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Consultant agrees to permit such inspection at the offices of the Miami-Dade Aviation Department.

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

## ARTICLE 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, implementing 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 Sub-Article 9.01 above 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 Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Reinstated Trust Agreement dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement may be examined by the Consultant 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 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, the option to pay the Subconsultant directly for the performance by such Subconsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subconsultant hereunder as more fully described herein.

## ARTICLE 13 – DEFAULT AND TERMINATION

### 13.01 EVENTS OF DEFAULT

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

- (A) The Consultant has violated the terms and conditions of this Agreement;
- (B) the Consultant has failed to make prompt payment to Subconsultants or suppliers for any Service or Work provided pursuant to this Agreement;
- (C) the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law, or the Consultant's affairs have been put in the hands of a receiver;
- (D) the Consultant has failed to obtain the approval of the County where required by 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.
- (G) the Consultant fails to timely deliver any Work or Services required under this Agreement;
- (H) the Consultant fails to deliver the Work or Services in a competent, professional manner and in the format requested by the County.

### 13.02 OTHER DEFAULTS

The County shall have the right, upon thirty (30) 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), 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; (iii) a principal of the Consultant is convicted of a felony during the Term of this Agreement; or (iv) if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the Term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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 ten (10) 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 (the "Code").

**13.06 ACTIONS AT TERMINATION**

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

- (A) stop all work on the Termination Date specified in the notice;
- (B) take such action as may be necessary for the protection and preservation of the Airport and other County materials and property.
- (C) promptly assemble and submit as provided herein all documents for the Services performed, including reports and correspondence, and all other relevant materials affected by the termination.

**ARTICLE 14 – GENERAL PROVISIONS**

**14.01 ASSIGNMENT**

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

sole discretion. 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 disadvantaged business enterprise ("DBE") participation goals, or any other required participation that is 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 provisions 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 International Airport, Concourse E, Fifth Floor,  
Miami, Florida 33122  
P.O. Box 025504  
Miami, Florida 33102-5504**

To the Consultant:

**Luis Salomon**  
**Airport & Aviation Professionals, Inc.**  
**5551 Ridgewood Drive, Suite 300**  
**Naples, FL 34108**  
**Phone#: (239) 262-0010**  
**Fax#: (239) 262-8808**  
**Email address: l.salomon@avairpros.com**

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 14.31, and Sub-Article 14.32, 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 SUBSTITUTION OF PERSONNEL**

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Qualification Statement, the Consultant must notify the Department in writing and request written approval for the substitution of personnel with equal or greater qualifications or capabilities to perform the services at least ten (10) business days prior to effecting such substitution.

**14.15 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS**

**INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order No. 3-20 and in connection with any award, the Department has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the Department deems it appropriate to do so. Upon written notice from the Department, the Consultant shall make available, to the IPSIG retained by the Department, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The Department will be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Department to conduct, audit or investigate the



operations, activities and performance of the Consultant in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Department by the Consultant or third party.

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

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

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

#### **14.16 ACCOUNT TO PAY FOR IG SERVICES**

An Audit Account is hereby established to pay for mandatory random audits by the County's Inspector General. The amount for the Inspector General Audit Account is hereby set at \$13,125.00. The Consultant shall have no entitlement to any of these funds. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this audit account remain the property of the County.

#### **14.17 MISCELLANEOUS AUDIT PROVISIONS**

Nothing herein shall limit the right of the Consultant to contest any action by the Inspector General on any legal or equitable ground. Nothing in this 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 the Inspector General services and for the payment of costs of Consultant related to actions by the Office of the Inspector General for clerical staff time for obtaining and copying the documentation, and any documents; provided however, the Consultant shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within a fifteen (15) Day 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.

#### **14.18 TRADEMARKS AND LICENSES**

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

#### **14.19 PROPRIETARY RIGHTS**

Consultant warrants that the software, products nor any of its elements nor use thereof supplied under this Contract does or will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any their party; in the event of any claim by any third party against County, County shall promptly notify Consultant and Consultant shall defend such claim, in County name, but at Consultant's expense and shall indemnify County against any loss, cost, expense (including reasonable attorney fees), or liability arising out of such claim, whether or not such claim is successful, County shall withhold payment of any sums otherwise required to be paid hereunder.

#### **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 NO ESTOPPEL OR WAIVER**

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a party to demand strict performance of any of the provisions, terms and covenants of this Agreement, nor shall there be any waiver of any breach, default or non-performance hereof by the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

**14.25 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.

**14.26 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):**

Consultant is required to enroll in the United States Citizenship and Immigration Services E-Verify system, and to utilize that system to verify the employment eligibility of all persons performing work for the Consultant under this Agreement. Consultant shall incorporate this requirement into all of its subcontracts as well.

**14.27 FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP")**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Consultant, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five Days, the Consultant is free to fill its vacancies from other sources. Consultant will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less.. Registration procedures and additional information regarding the FSHRP are available at <https://lapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407 (Refer to Exhibit B).

**14.28 REQUEST FOR QUALIFICATIONS INCORPORATED AND ORDER OF PREFERENCE**

The Consultant acknowledges that it has submitted to the County a Qualification Statement that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD13-03, addenda, and concomitant documents are incorporated by reference into this Agreement. **IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THIS AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THIS AGREEMENT; (2) EXHIBITS TO 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 Work in the Agreement, and 3) these terms and conditions other than the Scope of Work.

**14.29 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.**

**14.30. 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.**

**14.31 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.

**14.32 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.

**14.33 INTENT OF AGREEMENT**

This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to 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.

**14.34 ENTIRETY OF AGREEMENT**

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by Sub-Article 14.29 and Sub-Article 14.30 to the Agreement, or by written instrument executed by the parties hereto.

**14.35 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT**

Except as otherwise provided for herein, the Total Authorized Amount, including the IG Audit Account, for this Agreement is \$5,263,125.00.

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

BOARD OF COUNTY COMMISSIONERS  
OF MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney

**Consultant (If an Individual)**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**Consultant (If a Corporation)**

(Corp. Seal)

Name: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Signature  
LUS SALOMON  
CHIEF OPERATING OFFICER  
Print Name

Attest: Kate McCarthy  
Secretary  
Kate McCarthy  
Print Name

**Consultant (If a Limited Liability Company):**

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
President

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Member

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Member

Print Name: \_\_\_\_\_



WITNESSES TO ABOVE SIGNATURE:

Diane M Kelly  
Signature

Diane M Kelly  
Print Name

Tara Carson  
Signature

Tara Carson  
Print Name

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

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**EXHIBIT A  
IMPLEMENTING ORDER 3-41 SMALL BUSINESS  
ENTERPRISE PROGRAM,  
SBD WORKSHEET AND EXECUTED  
SCHEDULE(S) OF INTENT**

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## Implementing Order

MIAMI-DADE

Implementing Order No.: 3-41

Title: **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES**

Ordered: 5/3/2011

Effective: 5/13/2011

### AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

### SUPERSEDES:

This Implementing Order supersedes previous Administrative Order 3-41, ordered April 19, 2005 and effective April 29, 2005.

### POLICY:

- A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods and services, including professional services other than architectural, engineering, architectural landscape and land surveying professional services governed by Florida Statutes 287.055. The SBE Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; contracts for attorney and/or legal services; nor contracts for investment banking services.
- B. It is the policy of Miami-Dade County that a minimum of 10% of the total value of contracts \$50,000 and under be awarded to Micro Enterprises.
- C. Small Business Enterprise Measures may be applied to contracts greater than \$50,000.
- D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods and services except for construction and/or architectural and engineering services.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE ordinance. Additional terms necessary for the understanding of this Implementing order, are listed below:

- A. Billing means any request for payment by an SBE/Micro Enterprise, whether through a regular invoice, change order, claim, etc.
- B. Board means the Board of County Commissioners of Miami-Dade County, Florida.
- C. Compliance Monitor means the Director of the Department of Small Business Development or designee assigned to review compliance with Ordinance No. 05-29 and this Implementing Order.
- D. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
- E. Contracting Officer means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.
- F. County means Miami-Dade County, Florida; a political subdivision of the State of Florida.
- G. Debar means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from county contracting and subcontracting for a specified period, not to exceed five (5) years.
- H. Micro Enterprise means a business entity certified by SBD to provide goods or services, having an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$2 million, or a manufacturer with fifty (50) employees or less, or a wholesaler with fifteen (15) employees or less whose actual place of business is in Miami-Dade County.
- I. NAICS means North American Industry Classification System.
- J. NIGP means National Institute of Governmental Purchasing.
- K. Review Committee or RC means the committee established by the County Mayor or designee to review proposed contracts for the

application of contract measures where SBD and the contracting department have not established consensus.

- L. SBD means the Department of Small Business Development.
- M. *Schedule of Intent Affidavit (SOI)* means a form contained in the bid documents of a SBE contract set-aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the percentage value of such work.
- N. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods and 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 whose actual place of business is located in Miami-Dade County. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE/Micro-SBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using the figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- O. Utilization Report means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set-asides or subcontractor goals listing all work performed in the past month by the SBE identified in the Schedule of Intent Affidavit and all expenditures paid to date to the identified SBE.
- P. Vendor is one who sells goods and/or services.

## II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

### A. Description

The Department of Small Business Development (SBD) will provide management and technical assistance and community outreach to certified SBEs and Micro Enterprises performing as vendors and providing goods and/or services to Miami-Dade County. These services will be referred to as the "Program."

### B. Program Requirements

For Micro/SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.

### C. Management and Technical Assistance Services

The Department of Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre- and post-award services and access to business management services. Each firm will be assigned a Technical Assistance Coordinator in order to assess and address their particular needs.

### D. Community Outreach

The Department of Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

### E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the Small Business Enterprise (SBE) Program size standards after one year of being formally notified is prohibited from continued participation.
2. Firm must have an actual place of business in Miami-Dade County.

3. Loss of certification shall result in prohibition from the program.

### III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

#### A. Program Description

Upon the County Commission's approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs/Micro Enterprises that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

#### B. Program Requirements

##### 1. Bond Application Assistance Process

Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE/Micro Enterprise with a copy of such request to SBD staff.

##### 2. Bonding and Financial Application Process

- a. The Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs/Micro Enterprises in obtaining bonding and financial assistance.
- b. SBD shall assist the Program participant in preparing and completing the Bonding and/or Financial Assistance application package.
- c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for

the Program. SBD staff shall be notified of the approval status of the bonding or loan application.

#### IV. CERTIFICATION

##### A. Eligibility Requirements

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE/Micro Enterprise Program.
2. SBE/Micro Enterprise applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.
3. Only firms that meet size limits of SBEs/Micro Enterprises as to average annual gross revenues for the last three years or in the case of manufacturers and wholesalers - the number of full-time, permanent employees, may be certified as SBEs/Micro Enterprises.
4. Size determinations for SBEs/Micro Enterprises certification eligibility shall take into account the combined gross revenues of the applicant firm and all of its domestic and foreign affiliates or in the case of manufacturers and wholesalers - the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included. Section F below provides additional information regarding affiliation determinations.
5. Applicants and certified SBEs/Micro Enterprises must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, must be established for at least one (1) year, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
  - a. The existence of a Miami-Dade County telephone number in the name of the SBE/Micro Enterprise or the



name with which the SBE/Micro Enterprise is doing business; and

b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.

c. Local Business Tax Receipt issued by Miami-Dade County,

6. Interested parties may obtain the certification application from SBD and are encouraged to request an explanation of the certification process. A copy of the certification application and an explanation of the certification process are also available on SBD's Web Page through the County's Internet Portal. The Web Page address is <http://www.miamidadegov/sba>.

B. Terms of Certification

1. Certification for an SBE/Micro Enterprise firm is valid for a three (3) year period. Certification for SBE/Micro Enterprises is continuous within the three year period with the firm's submission of an Affidavit for Continuing Eligibility. SBD shall require that all SBE/Micro firms, in order to continue eligibility, submit an affidavit for Continuing Eligibility annually on or before the Anniversary Date. The Affidavit for Continuing Eligibility shall include, at a minimum:

a. Most recent, signed, complete business tax return(s) or extension(s) for the firm and all affiliates.

b. Current business, professional licenses and certifications, and Local Business Tax Receipt issued by Miami-Dade County.

c. Current lease agreement or warrantee deed for the firm's actual place of business.

d. Notarized, sworn affiliation affidavit.

2. Additional supporting documentation may be required by SBD to verify eligibility.

3. SBD will take the following action if a SBE/Micro firm's Affidavit for Continuing Eligibility is not received on or before the Anniversary Date:
  - a. SBD shall prepare a "Notice of Certification Removal".
  - b. SBD shall mail the Notice to the SBE/Micro firm.
  - c. SBD shall allow the SBE/Micro firm fifteen (15) days from the date of the notice to provide the "Affidavit for Continuing Eligibility" and supporting documentation.
  - d. If the SBE/Micro firm does not provide the "Affidavit for Continuing Eligibility" and supporting documentation within the timeframe stipulated above, SBD shall decertify the firm and notify the firm of the writing of the decertification.
  - e. The "Notice of Certification Removal" will be dated the day following the deadline established pursuant to "c." above.
4. An SBE/Micro Enterprise firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification or continuing eligibility, or that has been decertified, is not eligible to apply for certification for twelve (12) months from the time of the denial or decertification. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. An SBE/Micro Enterprise must be certified by the applicable type of goods and/or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE/Micro Enterprise is licensed (if applicable.). An SBE/Micro Enterprise can be certified in more than one NAICS/NIGP Commodity Codes, SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.
6. A business owner, alone or as a member of a group, shall own or control only one SBE/Micro Enterprise firm. If a non-SBE/Micro Enterprise in the same or similar line of business as an SBE/Micro Enterprise has an equity ownership of such

SBE/Micro Enterprise that exceeds ten (10) percent, the SBE/Micro Enterprise shall not be certified or recertified.

7. Certified SBEs/Micro Enterprises shall provide written notice to SBD of any changes that affect their eligibility as SBEs/Micro Enterprises. SBEs/Micro Enterprises shall submit a Change Request Form and supporting documentation describing the nature of the change, and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s). Change Request Forms will be available on-line or upon receipt of written notification from the firm. This form must be completed and returned to SBD in order for the change to be processed by SBD.
8. An SBE/Micro Enterprise must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of graduation from the SBE/Micro Enterprise program, loss of SBE/Micro Enterprise certification may lead to removal of the firm from continued participation in the SBE/Micro Enterprise program. SBD staff shall not be limited to Eligibility Review Meetings (ERMs) and/or site visits when attempting to determine continuing compliance with certification requirements.

C. Certification Process

1. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs/Micro Enterprises.
2. SBD shall not certify an applicant, shall not grant continuing eligibility an SBE/Micro Enterprise, and shall decertify an SBE/Micro Enterprise who:
  - a. Fails to comply with the criteria or procedures of the SBE Ordinance, this Implementing Order and/or participation provisions;
  - b. Fails to complete the application process;
  - c. Fails to provide full disclosure;
  - d. Falsifies information; or

e. Has been debarred by the County.

3. SBD shall certify each SBE/Micro Enterprise by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).
4. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs/Micro Enterprises who are decertified, or denied continuing eligibility, or have graduated.
5. SBD may require applicants and SBEs/Micro Enterprises to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's/Micro Enterprise's ownership and gross annual sales receipts.
6. SBD shall provide written procedures and/or forms for continuing eligibility to certified SBEs/Micro Enterprises no later than thirty (30) calendar days prior to their anniversary date.
7. SBD shall maintain and publish an updated list of SBEs/Micro Enterprises, identifying each listed based on each NAICS/NIGP commodity code(s) by which the SBE is certified.

D. Decertification

1. If during the period of certification, the County receives information that an SBE/Micro Enterprise received certification improperly or that the firm no longer qualifies to be certified as an SBE or Micro Enterprise, then SBD shall conduct an investigation of the allegations.
2. SBD shall decertify the firm if the investigation indicates that:
  - a. The firm cannot be contacted at the last known address;
  - b. The firm is no longer in business;
  - c. The firm is no longer licensed to do the type of business for which it was certified;

- d. The firm obtained its original certification and/or recertification through false representation or deceit; or
  - e. The firm has been debarred by Miami-Dade County.
3. When decertifying an SBE/Micro Enterprise, SBD shall either:
- a. Give notice to the SBE/Micro Enterprise that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
  - b. Suspend the certification of the SBE/Micro Enterprise during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:
- a. One firm controls or has the power to control the other, or
  - b. A third party or parties controls or has the power to control both, or
  - c. An identity of interest between or among parties exists such that affiliation may be found.
2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:

a. Nature of control in determining affiliation

- 1) Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.
- 2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

b. Identity of interest between and among persons as an affiliation determinant. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control a firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.

4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.

5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.

6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with sub-consulting agreements, financial or technical assistance, proposal or

performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements \*

#### V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

- A. Bidders who are joint ventures, one of whose venturers is an SBE, may receive credit towards meeting an SBE contract measure where the joint venture has been approved by SBD in accordance with this Implementing Order. Joint ventures must be lawfully established as business entities with actual places of business in Miami-Dade County.
- B. Joint Ventures must be approved by SBD prior to bid submittal. A joint venture is permissible only where the SBE/Micro Enterprise 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/Micro Enterprise. However, where SBD concludes that an SBE/Micro Enterprise brings only its certification as contribution to the joint venture relationship, SBD will not approve the joint venture. A Joint Venture Agreement is complete when it includes all required supporting information.
- C. The SBE/Micro Enterprise member of the joint venture shall be responsible for a distinct clearly defined portion of work of the contract and whose share in the capital contribution, control management, risks and profits of the joint venture are commensurate with its ownership interest.
- D. Agreements establishing joint ventures shall be in writing and shall specify work and financial risk assumed by the SBE/Micro Enterprise.
- E. Bid and contract documents shall require that the portion of the work to be performed by the SBE/Micro Enterprise member of the joint venture be set forth in detail separately from the work to be performed by the non-SBE/Micro Enterprise member.

- F. A joint venture agreement must specify the distribution of profits for the Joint Venture and must specify what the combined SBE or Micro Enterprise participants will receive and the specified percentage of the profits earned by the Joint Venture.
- G. Joint ventures must submit, prior to bid or proposal submission, a Joint Venture Agreement containing the following:
1. A description of the financial contribution of each member;
  2. A list of the personnel and equipment used by each member;
  3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
  4. An explanation of how profits and/or losses will be distributed;
  5. A description of any management or incentive fees for the member;
  6. A statement of the percentage of the joint venture that is owned and controlled by the qualifying members and the basis for such percentages; and
  7. A copy of any required State certificates or registrations.
- H. Joint ventures with at least fifty-one (51) percent SBE membership may bid on set-aside contracts valued \$500,000 and above. The SBE/Micro Enterprise participant in the joint venture shall count towards meeting any subcontract goal with that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the SBE/Micro Enterprise performs.
- I. If the SBE member of the joint venture is unable to perform at anytime during the contract period, the non-SBE member shall subcontract with an SBE to provide the services to be provided by the prior SBE member. The non-SBE member must request approval for the change from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a Schedule of Intent Affidavit and verification from the SBE member that it is unable to perform. The Compliance Monitor shall review the request and make a recommendation regarding the SBE subcontractor to the Contracting Officer.



## VI. PROGRAM MANAGEMENT

### A. Contracts \$50,000 and Under

1. County Departments/agencies that issue or use contracts are required within the fiscal year to expend a minimum 10% of the total value of contracts for goods and/or services \$50,000 and under with Micro Enterprises. An automatic 10% bid preference will be applied to bids/quotes submitted by Micro Enterprises. The preference amount shall be deducted from the total bid, or quoted price in order to calculate the price to be used for evaluation. County Departments are also required to solicit bids or quotes from at least four firms where available (two available certified Micro Enterprises and two non-certified firms).
2. SBD shall review reports of the utilization of Micro Enterprises and shall inform departments failing to meet the requirements set forth herein, and shall report awards to Micro Enterprises to the BCC bi-annually.

### B. Contracts Greater than \$50,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of fifty thousand dollars (\$50,000), and each purchase order that may accumulate an aggregate amount greater than fifty thousand dollars (\$50,000) shall be reviewed for the application of contract measures.
2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.
3. Department shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.

4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted to SBD for ratification.
5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

## VII. CONTRACT ADMINISTRATION

### A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal, the commodity code of the work each will perform, the dollar value of such work, and incorporating the prompt payment obligations and rights provided by the SBE Program. Upon notification from SBD, bidders are allowed up to 48-hours to cure correctable defects on the Schedule of Intent Affidavit. Correctable defects may include: percentage of work not identified for subcontractor on Schedule of Intent Affidavit signed by subcontractor, no signature of subcontractor on the Schedule of Intent Affidavit and no signature of prime contractor on the Schedule of Intent Affidavit. Non-correctable defects may include: blank Schedule of Intent Affidavit and listing of non-certified subcontractor. Failure to correct defects within 48 hours of notification by SBD may be deemed non-responsive. Failure to submit the required Schedule of Intent Affidavit shall deem the bid/proposal non-responsive.
2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.
3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

## VIII. APPLICATION OF CONTRACT MEASURES

### A. Set-asides:

The County Commission or Public Health Trust may determine if it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

### B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three or more certified firms available to provide the portion of the contract.

### C. Bid Preference:

1. A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on projects greater than \$1 million that are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. SBEs are not accorded a bid preference on contracts under \$50,000. Contract documents shall include standard language indicating the application of a bid preference.
2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department's director.

### D. SBE Selection Factor:

1. Any bidder that is an SBE or a joint venture with an SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than \$50,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.

### E. Review Process

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the Department(s) not reach consensus, on recommended measures or goals, and when public input

requires deliberation regarding the measure/goal the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.

2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within 36 hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within 36 hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

F. Review Committee Process

SBD is responsible for recommending to the Mayor or designee whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.
3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or

subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

4. The standing members of the RC shall be: Director, Public Works Department; Director, Office of Capital Improvements; Director, Department of Procurement Management; a rotating Director of the County's capital departments or their designees; and a County Manager appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.
5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
6. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date, and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
7. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
8. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Manager's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

**IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:**

Bid documents to which an SBE subcontractor goal is applied shall require bidders to submit a signed Schedule of Intent Affidavit at the time of bid submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform if appropriate,

including the type goods or services the SBE will provide. Bidders/proposers shall be allowed up to 48-hours to cure correctable defects in the Schedule of Intent Affidavit. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Program.

X. PROMPT PAYMENT:

It is the County's intent that 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. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

A. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with an SBE measure shall forward undisputed billings from SBE/Micro Enterprise prime contractors to the Finance Department for payment within 14 calendar days of receipt of such billings.
2. The Contracting Officer must notify the SBE/Micro Enterprise prime contractor and SBD, in writing, of those amounts billed by the SBE/Micro Enterprise that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE/Micro Enterprise. Failure of the Contracting Officer to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE/Micro Enterprise and payment shall be forthcoming from the County by the next billing date or 30 calendar days from receipt of billing, whichever is less.
3. An SBE/Micro Enterprise prime contractor may invoice the County 1% Interest per month for any undisputed amount that is not paid promptly as provided by this subsection.

4. SBD may investigate reported instances of late payment to SBEs/Micro Enterprises.
5. Departments shall report disputed invoices to the Board on a quarterly basis.

#### XI. POST AWARD COMPLIANCE AND MONITORING

- A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing 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.
- B. Successful Bidders and SBE/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.
- C. 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 private when necessitated by County staff.
- D. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
- E. 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 Schedule of Intent Affidavit submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
- F. SBD 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:

1. Termination of an SBE's subcontract agreement
2. Reduction in the scope of work to be performed by an SBE
3. Modifications to the terms of payment or price to be paid to an SBE
4. Failure to enter into a contract with an SBE being utilized to meet a contract measure

G. If, after execution of a subcontract 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 subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

H. County's Determination of Bidder's Excusal or Termination of SBE Subcontract Agreement.

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. The procedures of paragraph I below apply to this paragraph.

I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing 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 submit a Schedule of Intent Affidavit 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 thereunder. The Successful Bidder must submit to the Compliance Officer a Schedule of Intent Affidavit and subcontract 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. The procedures of paragraphs 1 and 2 below apply to this paragraph:

1. 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.
2. 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.

## XII. CONTRACTUAL SANCTIONS

- A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE/Micro Enterprise's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this implementing order may result in the imposition of one or more of the following sanctions:
  1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
  2. Work stoppage; or

3. Termination, suspension, or cancellation of the contract in whole or part.
  - B. In the event a bidder or SBE/Micro Enterprise attempts to comply with the provisions of this implementing order 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/Micro Enterprise may also be subject to debarment.
  - C. The foregoing notwithstanding, the Mayor or designee 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.
  - D. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
  - E. Some of the contractual violations that may result in the imposition of sanctions listed in this implementing order include, but are not limited, to the following:
    1. An SBE/Micro Enterprise serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
    2. A prime vendor not meeting SBE contract measure;
    3. Not obtaining or retaining SBE/Micro Enterprise certification while performing work designated for SBE/Micro Enterprise firms;
    4. Failure to timely submit utilization reports;

5. Failure to comply with SBE/Micro Enterprise 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;
6. Failure to maintain certification;
7. Deviations from the SBE Schedule of Intent Affidavit without prior approval from SBD;
8. Termination of the SBE's Schedule of Intent Affidavit without prior approval from SBD;
9. Reduction of the scope of work of a first tier SBE subcontract without prior approval from SBD; and
10. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD;
11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County.

### XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this implementing order and bid documents:

- A. The exclusion from county contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- B. The loss of eligibility to be certified as an SBE or Micro Enterprise for a specified period of time, not to exceed three (3) years, for an applicant or a SBE or Micro Enterprise, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE

or Micro Enterprise certification for a specified period of time, not to exceed 5 years.

- D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this implementing order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE or Micro Enterprise certification, for a specified period of time, not to exceed five (5) years.
- E. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not exceed three (3) years.
- F. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section the program.
- G. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.

#### XIV. Appeals Process

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this Implementing Order, Section 2-8.1.1.1.1, Code of Miami-Dade County, as amended, or implementing bid documents may appeal such action. The Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process. The affected party may appeal the determination by filing a written appeal with the Director of SBD within thirty (30) days of receipt of the notice. This appeals process does not apply to appeals of decisions made pursuant to bid documents implementing the SBE program when such bid documents provide procedures for appeals of such decisions.
- B. Decisions by the County Mayor under this Implementing Order shall be final.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal certification denial, decertification or a determination of non-compliance with the requirements of this Implementing Order, section 2-8.1.1.1.1, Miami-Dade County, as amended, or implementing bid documents.
2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
  - a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based;

- b. A description of the administrative penalties being considered;
4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them;
5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall submit his/her findings of facts, conclusions and recommendations together with a transcript of all the evidence taken before him/her and all the exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Mayor or designee. The list of administrative hearing officers should include retired judges who are licensed and admitted to practice law in the State of Florida, or arbitrators or mediators certified by the Eleventh Judicial Circuit or State Bar Association. Appointees should become acquainted with this Implementing Order and the provisions of section 2-8:1.1.1.1, Code of Miami-Dade County, as amended, applicable to the particular violation(s) to be heard. Additional qualifications include, but are not limited to, experience in equal opportunity, anti-discrimination, contracting, procurement, bonding or financial services activities. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.

2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County. Appointments shall be made for a term of one (1) year. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one-year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
3. Administrative hearing officers shall not be County employees but shall be compensated for their services.
4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

Approved by the County Attorney as  
to form and legal sufficiency



**Small Business Development Division**  
*Project Worksheet*

Project/Contract Title: AIRLINE LIAISON OFFICE CONSULTING SERVICES Received Date: 03/17/2014  
 Project/Contract No: RFQ NO: MDAD-13-03 Funding Source: MDAD OPERATIONS  
 Department: MIAMI DADE AVIATION DEPARTMENT  
 Estimated Cost of Project/Bid: \$5,250,000.00 Resubmittal Date(s): 10/15/2013  
02/25/2014  
 Description of Project/Bid: To establish a contract for a consultant to provide Airline Liaison Office (ALO) services between MDAD and the airlines through the Miami Airport Affairs Committee (MAAC). The successful respondent will provide a single point of contact for MDAD as it relates to coordination of issues with MAAC on matters with broad implications to airlines related to airport, technical, operations, and airport affairs.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	SBE	20.00%

**Reasons for Recommendation**

This project meets all the criteria set forth in LO: # 3-41

Attempts were made at establishing an SBE Set-Aside for this project; as such, SBE firms certified in the required Commodity Codes were polled; none responded in the affirmative satisfying the high "Airport Liaison Office" (ALO) requirements and minimum qualifications. SBD-1SD concurs with the 20% SBE Goal recommendation by MDAD, with the understanding that the minimum requirements/qualifications stipulated, are only applicable to the prime.

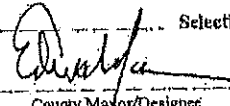
Commodity Code: 918-Consulting Services; 91800-Consulting Services; 91804-Accounting/Auditing/Budget Consulting; 91815-Architectural Consulting; 91817-Aviation Consulting; 91831-Construction Consulting; 91842-Engineering Consulting; 91846-Feasibility Studies (Consulting); 91849-Finance/Economics Consulting; 91875-Management Consulting

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
	SBE	\$1,050,000.00	20.00%	
<b>Total</b>		<b>\$1,050,000.00</b>	<b>20.00%</b>	

Living Wages: YES  NO

Responsible Wages: YES  NO

*Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.*

REVIEW RECOMMENDATION			
Tier 1 Set Aside	Tier 2 Set Aside		
Set Aside	Level 1	Level 2	Level 3
Trade Set Aside (MCC)	Goal	20.00%	Bid Preference
No Measure	Deferred		Selection Factor
CWP	 County Mayor/Designer		4/2/14 Date

DDDR0090 v20130110



**SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE PROGRAM**

**SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE PROGRAM**

**THIS SCHEDULE OF INTENT AFFIDAVIT (SOI) IS A STATEMENT OF INTENT ONLY. IT DOES NOT CONSTITUTE AN OFFER OR A CONTRACT. THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIVE BIDDER.**

Name of Bidder/Proposer: Alfred & Virginia Professionals, Inc. Contact Person: Luis Salomon  
 Address: 5551 Ridgewood Dr. Suite 309, Naples, FL 34108 Phone: 239-262-9040 Fax: 239-262-3508 Email: lssalomon@avaprof.com  
 Project Name: Airline Liaison Office Consulting Services Project Number: MDAD-13-03  
 SBE/Contract Measure: 20%

Name of Bidder/Proposer	Certification No. (if available)	Certification Expiration Date (if applicable)	Community Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
				Prime Contractor Total Percentage	

The undersigned intends to perform the following work in compliance with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Community Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
LVS ASSOCIATES	30821	04/01/2015	73	Consulting Services Architectural Consulting Construction General Engineering Civil Engineering	20%

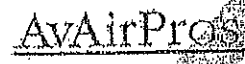
Subcontractor Total Percentage

I certify that the requirements contained in this form are to the best of my knowledge true and accurate. I declare that I will enter into a sub-contract agreement with the above listed SBE, subcontractor or if awarded the listed project.

Bidder/Proposer Signature: Luis Salomon Date: MAY 15, 2014  
 Bidder/Proposer Print Name: Luis Salomon  
 Bidder/Proposer Title: Chief Operating Officer  
 Subcontractor Signature: F. ANTONIO ROSASAL  
 Subcontractor Print Name: Principal  
 Subcontractor Title: Subcontractor Print Name

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

SBD 604



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MIAMI Dade County

Responsible, Planning and Economic  
Development Department  
421 NW 1 Street, 3rd Floor  
Miami, Florida 33138  
Tel: 305-375-3700

April 27, 2012

Order No: 10019

Approval Code: 04/27/2012 - 04/27/2012  
Expiration Date: 04/27/2012

Mr. Jeff Parnell  
Chief Administrator  
1777 Ponce de Leon Blvd, Suite 400  
Westchester, FL 33081-3611

AVAIRPROS INC. 04/27/2012

Dear Mr. Parnell:


Great Dunedin Development LLC, a division of Suncoast Realty, Planning and Economic Development Department (SRP) has participated in order of your successful and successful performance of construction. Your firm is already certified as a Minority Business Enterprise (MBE) in accordance with section 25.1, 4.1, 5 of the Code of Miami Dade County.

Your certification is vital for this project. We are in charge of providing your firm with the necessary information. You are required to submit a "Certificate of MBE" annually with specific supporting documents to confirm your certification. We are happy to assist you in this process. Your firm's certification is a key factor in the awarding of contracts. We are happy to assist you in this process. We are happy to assist you in this process.

We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process.

Your response is required in the following categories as listed below. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process.

Thank you for being certified with Miami Dade County.

  
Jeff Parnell, Chief Administrator  
Responsible, Planning and Economic Development Department

AVAIRPROS INC. may be of assistance in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process. We are happy to assist you in this process.



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Mr. [Name]  
[Address]  
[City, State, ZIP]  
[Phone Number]

STATEMENT: I am hereby led to participate in [Project Name] and I hereby certify that I am qualified to perform the work required for the project.

As [Company Name], [Address]  
[City, State, ZIP]

Qualification Statement



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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

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**EXHIBIT B  
IMPLEMENTING ORDER 3-58 –  
FIRST SOURCE HIRING REFERRAL PROGRAM**

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## Implementing Order

MIAMI-DADE

Implementing Order No.: IO 3-58

Title: FIRST SOURCE HIRING REFERRAL PROGRAM

Ordered: 12/4/2012

Effective: 12/14/2012

### AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter; and Section 2-2113 of the Code of Miami-Dade County

### POLICY:

Except where federal or state laws or regulations mandate to the contrary, this Implementing Order shall require successful bidders of goods and services contracts prior to filling each vacancy arising under said County Contract, to first notify South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy so the contractors may post the vacancy with SFWIB. The contractor shall a) review the resumes and qualifications of the candidates, and b) make a good faith effort as determined by the County, to fill a minimum of fifty percent (50%) of its employment needs under the County Contract from the First Source Register.

The provisions of this Implementing Order shall apply to all such goods and services contracts including concessions and professional services entered into and issued by the County, its departments and agencies, except for: (i) construction, construction management, architectural, engineering, landscape architectural, and land surveying and mapping services; (ii) those covered under the Community Workforce Program ("CWP"); (iii) Section 3 Housing contracts; (iv) those covered under programs intended to encourage and assist in the employment of the blind and other severely handicapped persons such as described in Sections 413.032 - 413.037, Florida Statutes (2011); and (v) contracts where the funding source precludes inclusion of this requirement.

### I. DEFINITIONS

- A. "Contractor" means any person or entity which enters into a County Contract, as defined below.
- B. "County" or "MDC" refers to Miami-Dade County.
- C. "County Contract" means an agreement for the purchase of goods and/or services, except as specified above.
- D. "First Source Register" means the register of unemployed persons maintained by the Referral Agency in accordance with the provisions of this Implementing Order.
- E. "Implementing Order" or "IO" means the implementing order developed by the Mayor or Mayor's designee and approved by the Board of County Commissioners (the "Board") to give effect to the provisions of this Section.
- F. "Issuing Department" means the County department issuing a solicitation for the purchase of goods and/or services.

- G. "Referral Agency" means the South Florida Workforce Investment Board, through its career centers, or community-based partners and faith-based organizations.
- H. "Referral Period" means the three (3) to five (5) day period following notification to the Referral Agency of employment availability.
- I. "SBD" refers to the Small Business Development under the Business Affairs Division of the Department of Regulatory and Economic Resources.

## II. PROGRAM COMPONENTS

### A. FIRST SOURCE REGISTER

The SFWIB shall compile and maintain a First Source Register, which shall be a listing of unemployed persons, including graduates of programs funded by the Workforce Investment Act, to be made available to Contractors as a first source for their employment needs. SFWIB does not discriminate on the basis of race, ethnicity, sex, residence, or other protected category or class, in the compilation or maintenance of the First Source Register, or in its referral activities provided for in this Section. SFWIB shall, to the extent allowed by law, maintain a database which identifies the race, ethnicity, sex, and residence of the persons within the First Source Register sufficient to permit adequate analysis of the available work force.

### B. IMPLEMENTATION

The roll-out of the First Source Hiring Referral Program ("FSHRP") will be as follows:

1. Miami-Dade Aviation Department (August 2012)
2. Water and Sewer Department, Fire-Rescue, Public Works and Waste Management, Community Action and Human Services Department, Office of Management and Budget, Vizcaya (October 2012 beginning)
3. Internal Services Department, Information Technology Department, Transit, Miami-Dade Police Department, Public Housing and Community Development, Port of Miami, Library, Elections (October 2012 end)
4. Parks, Recreation and Open Spaces, Miami-Dade Corrections and Rehabilitation, Regulatory and Economic Resources, Community Information and Outreach, Cultural Affairs, Juvenile Services, Medical Examiner, Animal Services, Finance, Property Appraiser (November 2012)

### C. REFERRAL PROCEDURE

The SFWIB shall be the first source for Contractors to fill jobs created to satisfy the requirements of County Contracts. The following requirements shall be included in all County Contracts, except those covered under the CWP, and except those covered under programs intended to encourage and assist in the employment of the blind and other severely handicapped persons such as described in Sections 413.032 - 413.037, Florida Statutes (2011):

1. The Contractor, prior to hiring to fill each vacancy arising under a County Contract, shall first notify the SFWIB of the vacancy by completing a Job Opening Form on the SFWIB First Source Hiring website (<https://iapps.southfloridaworkforce.com/firstsource/>). The job order shall

- contain a detailed description of the job responsibilities and qualifications, and be posted during the Referral Period of three (3) to five (5) days.
2. The SFWIB shall provide a list of qualified candidates, if such candidates are available, to the Contractor within twenty-four (24) hours of receiving a notice of vacancy. Thereafter, the Contractor shall (a) review the resumes and qualifications of the candidates, and (b) make a good faith effort, as determined by the County, to fill a minimum of fifty percent (50%) of its employment needs under the County Contract from the First Source Register. If no suitable candidate is identified from the list, the Contractor shall provide an explanation to SFWIB via the FSHRP web portal (<https://iapps.southfloridaworkforce.com/firstsource/>). Notwithstanding the foregoing, if after the Referral Period a suitable employee is not found through the SFWIB, the Contractor is free to fill its vacancies from other sources.
  3. A good faith effort to employ candidates from the SFWIB shall constitute, at a minimum, evaluating the qualification of such candidates, and conducting interviews with those candidates who satisfy the minimum competency requirements. The Contractor is not required to hire any individual candidate referred. However, Contractors shall not commit to fill vacancies in any other manner until after the end of the Referral Period, unless SFWIB notifies the Contractor in writing prior to the end of the Referral Period that qualified candidates are not available in sufficient numbers to fill the vacancies. Upon such notification, the Contractor may immediately fill vacancies using other sources.
  4. In determining whether a Contractor has made good faith efforts, the County may consider, among other criteria: a) the number, skills and composition of the Contractor's labor force ultimately hired; b) whether minimum requirements were established for available positions beyond reasonable requirements to complete the job; c) the number of referred candidates interviewed for the position; and d) the Contractor's use of the First Source Register to satisfy its labor needs in contracts other than County Contracts. The County's determination as to whether a Contractor has made such good faith efforts is final and binding.
  5. All competitive solicitations for County Contracts, except those covered under CWP, shall set forth the requirements of this Section. A link to the FSHRP web portal shall be on the Internal Services Department – Procurement Management Services Division's website.

#### D. ISSUING DEPARTMENT RESPONSIBILITIES

1. Notify SFWIB of County Contract awards, at both the award recommendation stage, and when the Contractor is notified by the County of the award in writing. Notification should include at a minimum:
  - a. Company Name.
  - b. Company Contact.
  - c. Contract Information.
  - d. Award Amount.
2. Include First Source requirement in applicable bid and contract documents.

#### E. SFWIB RESPONSIBILITIES

1. Notify prospective and awarded Contractors of the FSHRP.
2. Recruit qualified MDC residents:
  - a. Utilize existing database of job seekers.
  - b. Market new job opportunities to MDC residents.
  - c. Utilize Career Centers closest to the job seekers to recruit qualified residents interested in jobs to create a pool of candidates for FSHRP projects.
3. Create First Source Register:
  - a. Determine and complete candidate eligibility.
  - b. Assess job seekers to determine level of skills and training. Residents must meet all requirements of the Contractor prior to referral.
4. Refer qualified candidates that have requisite skills required by the Contractor.
5. Provide online web portal that allows Contractors the ability to submit required quarterly reports as described below under Section F (c) and (d).
6. Send system generated automated email "report due date" reminders to Contractors.
7. Provide MDC with real-time online access to Contractor quarterly status reports confirming whether the goals have been met and any non-compliance with the requirements of the ordinances and/or first source agreement.
8. Prepare quarterly reports for the Board which shall include: a) dollar amount of each contract; and b) an analysis of the effectiveness of the program during each quarterly reporting period.

#### F. CONTRACTOR RESPONSIBILITIES

- a. Prior to filling each vacancy under a County Contract, the Contractor shall notify SFWIB of all job openings and list the vacancy via the SFWIB web portal ([www.southfloridaworkforce.com](http://www.southfloridaworkforce.com)). The listing shall contain, at a minimum, a detailed description of the job responsibilities, qualifications, and wage rate. The listing must be posted during the Referral Period. As required, the Contractor shall work with the SFWIB to develop a workforce plan that details such information as (a) the number of individuals to be hired, (b) positions needed, (c) job description(s), and (d) skills needed for the job.
- b. Upon receipt of the list of qualified candidates from the SFWIB, the Contractor shall review resumes and qualifications of the candidates, and make good faith efforts as determined by MDC to fill a minimum of fifty percent (50%) of its employment needs under the County contract from the First Source Register. If none of the candidates are hired, the Contractor shall provide an explanation to SFWIB as to why not via the FSHRP web portal (<https://apps.southfloridaworkforce.com/firstsource/>).
- c. Contractors shall provide quarterly reports to the SFWIB on-line through the FSHRP web portal (<https://apps.southfloridaworkforce.com/firstsource/>) indicating: (a) the name and number of employees hired in the previous quarter; (b) the source from which such employees were found; (c) wages paid; and (d)



total number of employee work hours. If none of the candidates referred are hired, an explanation as to why those referred were rejected must be included in the on-line report. Each quarterly report shall be submitted to SFWIB within two (2) weeks of the end of the quarter. Quarterly reports to the SFWIB are required from the Contractors, even if no vacancies are created or filled, for the duration of the contract or as determined by the SFWIB.

- d. Contractors shall retain sufficient records to assist in determining compliance. Records shall include, but are not limited to:
  - a. Notifications to SFWIB;
  - b. referrals from SFWIB;
  - c. job applications received from sources other than SFWIB; and
  - d. the number of candidates hired based on referrals from SFWIB.Said records shall be made available to SFWIB upon request, to the extent allowed by law.

#### G. MONITORING AND COMPLIANCE

1. SFWIB shall monitor quarterly reports submitted by Contractors and review Contractor records, to the extent allowed by law, to ensure compliance with the FSHRP. Referral Agency shall follow up with Contractors to ensure reporting requirements are met.
2. SFWIB shall be entitled to perform random, unannounced site visits to applicable project sites to determine whether or not Contractor has filled its vacancies.
3. SFWIB shall report to the County any non-compliance with the requirements of this ordinance, any related Implementing Order, or first source agreement between Referral Agency and Contractor.

### III. SANCTIONS FOR VIOLATIONS

- A. Each County Contract shall include provisions stating the nature of the sanctions to be imposed on a Contractor that is not in compliance with this Section. Such sanctions shall include, but not be limited to the following:
  1. ~~Suspension of contract until Contractor performs obligations, if appropriate.~~
  2. Default and/or termination.
  3. Payment of \$1,500 per employee, or the value of wages that would have been earned by employees injured by Contractor's non-compliance, whichever is less.
- B. If any Contractor attempts to comply with the provisions of FSHRP through fraud, misrepresentation or material misstatement, the County, in its sole discretion, may immediately terminate the subject County Contract.

### IV. APPEALS PROCESS

- A. Any firm that is issued a determination of non-compliance with the requirements of this IO, its ordinance, or implementing bid documents may be appealed. SBD shall notify the affected party, in writing, setting forth the reasons for the determination and advising of the appeals process.

- B. The affected party may appeal the determination by filing a written appeal with SBD within fifteen (15) business days of receipt of the notice. SBD shall forward the appeal to the SFWIB Director upon receipt.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:
1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal a determination of non-compliance with the requirements of this Implementing Order, Section 2-2113 of the Code of Miami-Dade County, or implementing bid documents.
  2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
  3. MDC shall serve upon the firm, Contractor (or subcontractor) a notice of hearing within five (5) working days of the appointment of the administrative hearing officer. Such notice shall include:
    - a. A copy of SBD's determination of non-compliance, as appropriate, outlining alleged prohibited practices upon which it is based; and
    - b. A description of the administrative penalties being considered.
  4. An administrative hearing shall be scheduled to be heard before an administrative hearing officer within twenty (20) days after service of the notice. The notice shall also advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
  5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of fact, conclusions, and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as  
to form and legal sufficiency: \_\_\_\_\_

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

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**EXHIBIT C  
SUBCONTRACTOR PAYMENT REPORT**

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**MIAMI-DADE COUNTY  
SUBCONTRACTORS PAYMENT REPORT  
(Ordinance 11-90)**

In accordance with Sections 2-3.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (\*). Attach statements explaining discrepancies when applicable.

PRIME CONTRACTOR/VENDOR: \_\_\_\_\_

FEIN: \_\_\_\_\_

PROJECT/CONTRACT NAME: \_\_\_\_\_

PROJECT/CONTRACT NUMBER: \_\_\_\_\_

CONTRACT AWARD DATE: \_\_\_\_\_

CONTRACT AWARD AMOUNT: \_\_\_\_\_

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

COMPLETED FORM SHOULD BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature \_\_\_\_\_ Print Name and Title \_\_\_\_\_ Date \_\_\_\_\_

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

**EXHIBIT D  
AFFIDAVITS EXECUTED BY SUCCESSFUL  
RESPONDENT**

Appendix E-1

Single Execution Affidavits

REQ. NO. MDAD-13-03  
REQUEST FOR QUALIFICATIONS FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES

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

APP-1

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

This sworn statement is submitted for:

PROJECT TITLE: AIRLINE LIAISON OFFICE CONSULTING SERVICES

PROJECT NUMBER: RFQ NO. MDAD-13-03

COUNTY OF MIAMI DADE

STATE OF FLORIDA

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

That he/she is the duly authorized representative of

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

5551 Ridgewood Drive, Suite 300  
Naples, FL 34108  
(Address of Entity)

815-01091413/3/3  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Chief Operating Officer  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and he/she has full authority to make these affidavits and say as follows.

AIR-3



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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)(a), 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 bribery, 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 any person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons which, 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)(c), 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:

AFFLA



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

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 affiliates 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 Management Services.]

**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:

AFF-4

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.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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)

Dec. 18, 2007	\$ 2,250,000.00	\$ 3,150,000.00	28.5%
---------------	-----------------	-----------------	-------

Name of Dept. & Summary of Services Performed

Miami-Dade Aviation Department

Airline Liaison Consulting Services between the Airport System and the Airlines through the Miami Airport Affairs Committee.

Litigation Arising out of Contract

None

APF:K

CONTRACT DATE	DOLLAR AMOUNT OF ORIG. CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)		\$ _____	_____ %
Name of Dept. & Summary of Services Performed			
Litigation Arising out of Contract			
(3)		\$ _____	_____ %
Name of Dept. & Summary of Services Performed			
Litigation Arising out of Contract			

(2)

\$ \_\_\_\_\_ %

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(3)

\$ \_\_\_\_\_ %

Name of Dept. & Summary of Services Performed

Litigation Arising out of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 25 Years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Airport & Aviation Professional, Inc. also does business as "AvAirPros"

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

[Signature]  
(Signature of Authorized Representative)

Title Chief Operation Officer

Date May 18, 2014

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 18th day of May, 2014

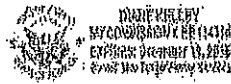
by Luis Belmont  
(Authorized Representative)

of Airport & Aviation Professionals, Inc.  
(Name of Corporation, Partnership, etc.)

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

[Signature]  
(Signature of Notary)  
[Print Name]  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: 1311074344

My Commission Expires: 12/31/2015

APP-7



Appendix E-2

Additional Condition of Award Affidavits

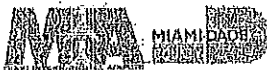
APPENDIX E-2

MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT  
SINGLE EXECUTION VENDOR AFFIRMATION, COLLUSION, SUDAN/IRAN  
AND CONTRACTOR DUE DILIGENCE AFFIDAVITS  
AND CONDITION OF AWARD REQUIREMENTS

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

- \* Affirmation of Vendor Affidavits
- \* Collision Affidavit
- \* Affidavit - Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists
- \* Contractor Due Diligence Affidavit (contracts over \$1,000,000)
- \* Subcontractor/Supplier Listing
- \* Subcontracting Policies Statement (Also required, but no format (cover page is provided))
- \* Proof of Authorization to do Business (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 806.09 F.S., if applicable.) (Also required, but no format (cover page is provided))

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**MIAMI-DADE COUNTY  
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR  
AFFIRMATION, COLLUSION, SUBORNANCE AND CONTRACTOR DUE DILIGENCE  
AFFIDAVITS**

**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-113 amending Section 2-4.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Liability Affidavit Packet (Vendor Affidavit Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavit Form submitted with the Vendor Registration Package is current, complete and accurate for each contract listed below.

Contract No. MDAD 13-3      Bidder/ Bidder's      65-0004333  
 Identification No. (MIAMI)  
 Company Name: Airline Libison Consulting Services

**Affidavits and Legislative Governing Body**

1.	Miami-Dade County Ordinance Miscellaneous No. 2-4.1 of the County Code	6.	Miami-Dade County Chapter Ordinance to County Sec. 2-4.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 10-118, amending Section 2-6.1(b)(1) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Sections 2.3(f) and 2.3 (g)(1) of the County Code (Chapter 10) and 10 of the County Code and County Ordinance No. 10-118, amending Section 2-6.1(b) of the County Code
3.	Miami-Dade County Employment Drug-Free Workplace Certification Sec. 2-307.2(c) of the County Code	8.	Miami-Dade County Chapter 1, even Article, F of Chapter 11 of the County Code
4.	Miami-Dade County Absentee Non-Disclosure Act Article 1, Section 2-6.1-A Resolution 1182-00 amending 2-6.1	9.	Miami-Dade County Chapter 1, even Article, F of the County Code (Chapter 11)
5.	Miami-Dade County Subcontract Disclosure Section 10-38 of the County Code	10.	Miami-Dade County Donor's Name List Appellate Article 8, Section 11-500, FLA 67 of the County Code

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County, Section 2-4.1, 1 and 10-33.1) (Ordinance No. 09-133)

I, being duly first sworn, hereby state the truth of this content:

I am not related to any of the other parties bidding in this competitive solicitation, and that the contractor's Qualification Statement is genuine and not sham or reflexive or made in the interest or on behalf of any person not therein named, and that the contractor has not directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Respondent has not in any manner sought to be selected or secured to the Respondent an advantage over any other Respondent.

OR

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It relates to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submission of such bids or Qualification Statements. Related parties shall mean partners or Respondents for the principals, corporate officers, and managers thereof who have a direct or indirect ownership interest in another bidder or Respondent for the same agreement or in which a principal company or the principals thereof or one (1) bidder or Respondent have a direct or indirect ownership interest in another bidder or Respondent for the same agreement. Bids or Qualification Statements found to be collusive shall be rejected.

**AFFIDAVIT - SCRIPPINIZED COMPANIES WITH ACTIVITIES IN SEMIAN OR NEAN PETROLEUM ENERGY SECTOR LASTE FLORIDA 2 FACILITIES 11A47A**

I, Respondent No. 015477, F.S., the Airport & Aviation Professionals, Inc. ("Entity") most solemnly, if the Entity or any of its officers, directors, or executives are doing certain types of business or with Said as of

including but not limited to the above named Entity, as of the date of Submittal:

has not, engaged in, nor does it intend to, acquire, develop, maintain, own, sell, lease, purchase, lease, or operate equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

has engaged in, or does intend to, acquire, develop, maintain, own, sell, lease, purchase, lease, or operate equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.



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Contractor Due Diligence Affidavit  
Applicable to Contractors over \$1,000,000

For Miami-Dade County Board of County Commissioners (Miami-Dade Board) (CA 057-14) Court-Vouchers and Certificates and Release the following all in compliance with any contract that exceeds One Million Dollars (\$1,000,000) or bid amounts must be submitted to the Board for approval.

(1) Have any lawsuits been filed against the contractor, partners, principals, or other board members, within the 12-month period by the contractor, its partners, principals, or other board members?

No  Yes  No, attach a list of these lawsuits, including the case name, number, and disposition.

(2) Has the contractor defaulted in the 12-month period prior to bid or approval approval?

No  Yes  No, attach a list of these instances, including a brief description of the circumstances.

(3) Has the contractor defaulted, or defaulted a formal notice of non-compliance or non-participation, which is a notice of non-compliance from participating or bidding for contracts, awarded related to Miami-Dade County in the 12-month period?

No  Yes  No, attach a list of these instances.

All of the above information shall be provided to the executed affidavit. The Vendor/Contractor attests to providing all of this correct information, if applicable.

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

(Signature of Authorized Representative)

Luis Salomon  
(Print Name of Authorized Representative)

Title Chief Operating Officer

Date May 18, 2014

Notary Public Information

Notary Public - State of Florida County of Dade

Subscribed and sworn to before me this 18th day of May, 2014.

By Luis Salomon He is/are a partner/principal in the  business/profession.

Signature of Notary Public

[Signature]

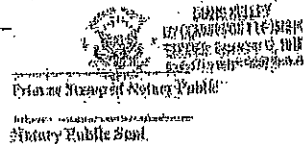
Notary Public Seal

Expiration Date

Notary Number

227154314

Notary Public Seal



COA-4

014

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**RSD Form 7 - SUBCONTRACTOR SUPPLIER LISTING**  
 (Miami-Dade County Code Sections 2-3.6, 2.3.8 and 1B-24)

Form Name of Bidder: Contractor/Representative: Apex & Architects/Architects, Inc. FEIN # 45-003433

Project/Contract Number: 1803-1872  
 The information on this form is to be used for the purpose of identifying qualified subcontractors and suppliers for the project. It is not intended to be used for the purpose of awarding contracts. The information on this form is to be used for the purpose of identifying qualified subcontractors and suppliers for the project. It is not intended to be used for the purpose of awarding contracts. The information on this form is to be used for the purpose of identifying qualified subcontractors and suppliers for the project. It is not intended to be used for the purpose of awarding contracts.

In accordance with Section 2-3.6, 2.3.8 and 1B-24 of the Miami-Dade County Code, each firm must be a resident of the State of Florida and have a valid Florida contractor's license or a valid Florida supplier's license. The information on this form is to be used for the purpose of identifying qualified subcontractors and suppliers for the project. It is not intended to be used for the purpose of awarding contracts.

Business Name and Address of First Tier Subcontractor/Supplier	Principal Officer	Scope of Work to be Performed by Subcontractor/Supplier	Principal Officer		Employment	
			Number of years of trade and general experience by responsibility	Number of years of trade and general experience by responsibility	Number of employees	Number of employees
1. Business Name and Address of First Tier Subcontractor/Supplier	Principal Officer	Scope of Work to be Performed by Subcontractor/Supplier	Number of years of trade and general experience by responsibility	Number of years of trade and general experience by responsibility	Number of employees	Number of employees
2. Business Name and Address of First Tier Subcontractor/Supplier	Principal Officer	Scope of Work to be Performed by Subcontractor/Supplier	Number of years of trade and general experience by responsibility	Number of years of trade and general experience by responsibility	Number of employees	Number of employees
3. Business Name and Address of First Tier Subcontractor/Supplier	Principal Officer	Scope of Work to be Performed by Subcontractor/Supplier	Number of years of trade and general experience by responsibility	Number of years of trade and general experience by responsibility	Number of employees	Number of employees

I, Luís S. Satorn, hereby certify that the information provided on this form is true and correct to the best of my knowledge and belief. I am the Principal Officer of the business and I am authorized to provide this information. I understand that this information is being provided to the Miami-Dade County Department of Public Works for the purpose of identifying qualified subcontractors and suppliers for the project. It is not intended to be used for the purpose of awarding contracts.

Signature of Subcontractor/Supplier: [Signature]  
 Print Name: Luís S. Satorn  
 Title: Principal Officer  
 Date: May 13, 2014



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

Please note that the Company has a current Affirmative Action Plan that has been submitted to and approved by the Miami-Dade County Internal Services Department, in compliance with Ordinance No. 82-37, Ordinance 98-30, and Administrative Order No. 3-39. A copy of the approval notice is attached in the Exhibit Section.

**SUBCONTRACTING POLICIES STATEMENT**

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

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**PROOF OF AUTHORIZATION TO DO BUSINESS**  
(Attach a copy of the Certificate of Status or Authorization per 807.0128 F.S.,  
and certificate evidencing compliance with the Florida fictitious Name Statute  
per 865.09 F.S., if applicable.)

SEE ATTACHED

COA-7

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# State of Florida Department of State

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

The document number of this corporation is K5744A.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on March 25, 2014, and its status is active.

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

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of March, 2014.*



*Ken Detzner*  
Secretary of State

Authentication ID: C094727815

To authenticate this certificate, visit the following site, enter the ID, and then follow the instructions displayed.

<https://www.sos.state.fl.us/certificates/>

COA-0

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**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR  
AIRLINE LIAISON OFFICE CONSULTING SERVICES**

**EXHIBIT E  
SCHEDULE OF HOURLY RATES  
NEGOTIATED WITH THE SUCCESSFUL  
RESPONDENT**

**EXHIBIT E**  
**SCHEDULE OF HOURLY RATES**

<b>Airport &amp; Aviation Professionals, Inc.</b>	
<b>Employee Category</b>	<b>2015</b>
Officer	\$231.00
Senior Managing Director	\$215.00
Managing Director	\$204.00
Senior Director	\$193.00
Director	\$179.00
Senior Manager	\$157.00
Manager	\$142.00
Consultant	\$130.00
Support	\$62.00

<b>LIVS Associates</b>	
<b>Employee Category</b>	<b>2015</b>
Principal	\$250.00
Project Manager	\$175.00
Project Architect	\$125.00
Senior Engineer	\$125.00
Arch/ID Designer	\$105.00
Project Engineer	\$105.00
Full-Time Field Rep	\$105.00
Estimator/Scheduler	\$100.00
3D Modeling/BIM	\$90.00
Arch CADD Technician	\$75.00
Engineer CADD Technician	\$75.00
Administrative Support	\$70.00
Clerical Support	\$55.00

Commencing on the first anniversary of the date of this Agreement, the above Schedule of Hourly Rates will be adjusted annually for escalation based on the lesser of the December Consumer Price Index for All Urban Consumers (CPI-U) for the Miami Regional area (or such other local reference as defined by CPI) or 2.5% for the prior 12 months. Consultant must provide a letter with the January invoice calculating the revised hourly rates for the new calendar year.