Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(I)
10-16-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY

RESOLUTION NO. R-1169-07

RESOLUTION AWARDING THE PROFESSIONAL CONSTRUCTION SCHEDULING SERVICES CONSULTANT AGREEMENT FOR THE AVIATION DEPARTMENT TO PACO GROUP, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ANY TERMINATION OR EXTENSION 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 hereby awards to Paco Group, Inc. the Professional Construction Scheduling Services Agreement for the Aviation Department as described in the accompanying memorandum for a two (2) year term with one (1) option to extend the term for one (1) additional two (2) year term for a compensation to be paid for all services on a work order basis of three million dollars ($3,000,000) for the initial term and one million dollars ($1,000,000) for the additional two (2) year term, if any, and an Inspector General Audit Account has been established in the amount of $10,000; this Board authorizes the Mayor or his designee to execute the agreement between Miami-Dade County and Paco Group, Inc. in substantially the form attached hereto and made a part hereof, and to exercise the termination and extension provisions contained therein.

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. R.W.

Roy Wood

Memorandum

MIAMI-DADE COUNTY

Date: October 16, 2007

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

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

From: George M. Burgess
County Manager

Subject: Award Recommendation-Request for Qualifications (RFQ) for Professional Scheduling Services Consultant, RFQ No. MDAD-05-02, to PACO Group, Inc. in the amount of $4,010,000

This item was amended at the Airport and Tourism Committee meeting to clarify that all services associated with this agreement shall be paid on a work order basis.

RECOMMENDATION

It is recommended that the Board approve the award of a Non-Exclusive Professional Services Agreement (the "Agreement") for Professional Scheduling Services Consultant to PACO Group, Inc., and authorize the Mayor or his designee to execute the Agreement attached hereto, and to exercise any cancellation, termination or renewal provisions contained therein.

SCOPE

The impact of this agenda item is countywide in nature as it relates to the total MDAD aviation system.

FISCAL IMPACT/FUNDING SOURCE

The ceiling for this agreement is $4,010,000 to be paid on a work order basis for all services. Three million dollars ($3,000,000) for the initial term and one million dollars ($1,000,000) for the additional two (2) year term, if any, and an Inspector General Audit Account has been established in the amount of $10,000. Funding is provided by the Capital Improvement Program.

TRACK RECORD/MONITOR

As the recommended firm has not had any agreements with the County, there is no information on their track record. Aviation staff conducted internet searches utilizing various search engines and did not find any negative information regarding this firm. Tyrone Browne, Chief of Design, is responsible for monitoring this contract.

BACKGROUND

Request for Qualifications No. MDAD-05-02 (the "RFQ"), for Professional Scheduling Services Consultant was advertised on October 6, 2006. Services the Consultant shall provide include: Analyzing the factors and activities, which affect the progress and timely completion of construction projects, and preparation of recommendations as a result of such analysis; Preparation of an overall construction network schedule based on the Architect/Engineer project schedule for a given construction project, by whatever method is directed in the Service Order which may include Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), Bar Graph, or variations of these or other techniques, either by manual or computer assisted programs; Preparation of schedules which detail a

portion of the overall progress schedule; Recommendations as to text and/or time frames to be included in the contract documents relating to schedules, payments and claims; preparation and presentation of reports, diagrams, sketches and illustrations; attending meetings between any of the parties related to the construction projects for related services; preparation and presentation of any of the above described material as appropriate to claims arising from the design and construction of projects. The consultant, when necessary, is to also provide any related cost estimating services as may be necessary to meet the needs of a project. Responses were received from the following fourteen (14) respondents:

Gaudet Associates, Inc., JC Nile LLC, Veritas Advisory Group, Inc., KJM & Associates, CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC, Parsons Brinckerhoff Quade & Douglas, Inc., The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc., A.D.A. Engineering, Inc.

A Small Business Enterprise ("SBE") 30% Subcontractor Goal was established for the RFQ. The Department of Business Development found ten (10) respondents to be in compliance with the contract measure requirements. Four (4) respondents, Gaudet Associates, Inc., JC Nile LLC, KJM & Associates and Parsons Brinckerhoff Quade & Douglas, Inc., were not in compliance with the contract measure requirements and as a result were subsequently found non-responsive by the County Attorney's Office.

The Evaluation/Selection Committee (the "Committee") met and reviewed qualification statements, and heard presentations from the ten (10) remaining respondents. The Committee recommended negotiations with the highest ranked firm, PACO Group, Inc., and the Negotiation Committee successfully completed negotiations with PACO Group, Inc.

PROJECT:	Professional Scheduling Services Consultant
PROJECT NO.	RFQ No. MDAD-05-02
PROJECT LOCATION:	All County airports
COMPANY NAME:	PACO Group, Inc.
TERM OF AGREEMENT:	Two (2) year term
OPTION(S) TO RENEW:	One two (2) year extension period
AMOUNT OF AGREEMENT:	$4,010,000 including an Inspector General Audit Account for $10,000.00
IPSIG/INSPECTOR GENERAL:	Provisions included
COMPANY PRINCIPALS:	Frank Otero

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% Male/Hispanic
COMPANY LOCATION:	7200 Corporate Center Drive, Suite 300 Miami, FL 33140
HOW LONG IN BUSINESS:	Eighteen years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None
RECOMMENDED CONTRACT MEASURE:	30 % SBE Subcontractor Goal
CONTRACT MEASURE ACHIEVED:	30 % SBE Subcontractor Goal
SBE SUBCONSULTANTS:	CES Consultants, Inc.
ADVERTISEMENT DATE:	October 6, 2006
LIVING WAGE:	N/A
USING DEPARTMENT:	Miami-Dade Aviation Department.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 16, 2007

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

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Memorandum

MIAMI-DADE COUNTY

Date: April 25, 2007

To: George M. Burgess
County Manager

From: Maryse Georges, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report
Request For Qualifications for the Professional Scheduling Services Consultant for the Miami-Dade Aviation Department
Project No. RFQ-MDAD-05-02

As authorized by Administrative Order 3-38 and your memorandum dated February 1, 2007 and your substitution memo dated April 17, 2007, the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on April 19, 2007 for both the prescreening and public hearing meetings. This process was conducted in accordance with the procedure specified by the Request for Qualifications ("RFQ") as described in the attached summary minutes.

PRESCREENING MEETING OF APRIL 19, 2007 (9:00 AM)

As announced in the Metro Calendar, the Committee met on April 19, 2007 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida and undertook a review of the Qualification Statements submitted by the following fourteen (14) respondents; Gaudet Associates, Inc., JC Nile LLC, Veritas Advisory Group, Inc., KJM & Associates, CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC, Parsons Brinckerhoff Quade & Douglas, Inc., The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc. and A.D.A. Engineering, Inc.

The Committee was advised that a Small Business Enterprise ("SBE") goal of 30% was established by the Review Committee for the project and that the Department of Business Development (DBD) advised that ten (10) respondents, Veritas Advisory Group, Inc., CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC, The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc., A.D.A. Engineering, Inc. were in compliance with the goal requirements. DBD advised that Gaudet Associates, Inc., JC Nile, LLC, KJM & Associates and Parsons Brinckerhoff Quade & Douglas, Inc., were not in compliance with the goal requirements and were subsequently found non-responsive by the County Attorney's Office. The Committee was also informed that the ten (10) remaining respondents were found responsive by the County Attorney's Office. The ten (10) respondents were then invited to make a presentation before the Committee at the scheduled April 19, 2007 public hearing.

PUBLIC HEARING MEETING OF APRIL 19, 2007 (10:00 AM)

As advertised in the Metro Calendar, a Committee meeting was held on April 19, 2007 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida. At this meeting, the Committee heard oral presentations from: Veritas Advisory Group, Inc., CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC, The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc. and A.D.A. Engineering, Inc.

Representatives from the firms made a 15-minute presentation and had 5 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms. The Committee found the ten (10) firms were responsible and met the Minimum Qualification requirements set forth in the RFQ and then undertook an evaluation and ranking process of the Qualification Statements and oral presentation based on the Selection Criteria contained in the RFQ. The Chairperson and staff then proceeded to determine the ranking by adding the Selection Criteria score for each of the ten (10) respondents.

The following firms were found to be qualified to provide the desired services and are listed below in the Committee's order of ranking. The Committee recommended that the highest ranked responsive and responsible firm be forwarded to the County Manager for approval and authorization to negotiate an agreement:

1. PACO Group, Inc.
2. Alpha Corporation
3. H. J. Ross Associates, Inc.

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

Summary Minutes of the Evaluation/Selection Committee Meeting
Overall Results

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Maryse Georges, Chairperson, MDAD (non-voting)
Bert Maura, MDAD
Tyrone Browne, MDAD
Mario A. Berrios, OCED
Norman Duncan, MDWASD
Vivian O. Walters, DBD

Memorandum

MIAMI-DADE COUNTY

Date: May 25, 2007

To: George M. Burgess
County Manager

From: Maryse Georges, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report
Request For Qualifications for the Professional Cost Estimating Services Consultant for the Miami-Dade Aviation Department
Project No. RFQ-MDAD-05-03

As authorized by Administrative Order 3-38 and your memorandum dated January 30, 2007 and your substitution memo dated April 26, 2007, the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on May 22, 2007 for both the prescreening and public hearing meetings. This process was conducted in accordance with the procedure specified by the Request for Qualifications ("RFQ") as described in the attached summary minutes.

PRESCREENING MEETING OF MAY 22, 2007 (9:00 AM)

As announced in the Metro Calendar, the Committee met on May 22, 2007 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida and undertook a review of the Qualification Statements submitted by the following eleven (11) respondents; JC Nile LLC, Veritas Advisory Group, Inc., US Cost, Inc., KJM & Associates, CMF International Group, Inc., PACO Group, Inc., The Nielsen-Wurster Group, Inc., Construction Estimating Services, Inc., Overnight Success Construction, Inc., Post, Buckley, Schuh & Jernigan, Inc. and A.D.A. Engineering, Inc.

The Committee was advised that a Small Business Enterprise ("SBE") goal of 30% was established by the Review Committee for the project and that the Department of Business Development (DBD) advised that nine (9) respondents, Veritas Advisory Group, Inc., US Cost, Inc., CMF International Group, Inc., PACO Group, Inc., The Nielsen-Wurster Group, Inc., Construction Estimating Services, Inc., Overnight Success Construction, Inc., Post, Buckley, Schuh & Jernigan, Inc. and A.D.A. Engineering, Inc. were in compliance with the goal requirements. DBD advised that JC Nile LLC and KJM & Associates, were not in compliance with the goal requirements and were subsequently found non-responsive by the County Attorney's Office. The Committee was also informed that the nine (9) remaining respondents were found responsive by the County Attorney's Office. The nine (9) respondents were then invited to make a presentation before the Committee at the scheduled May 22, 2007 public hearing.

PUBLIC HEARING MEETING OF MAY 22, 2007 (10:00 AM)

As advertised in the Metro Calendar, a Committee meeting was held on May 22, 2007 at the Miami-Dade County Aviation Department, 4200 NW 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida. At this meeting, the Committee heard oral presentations from: Veritas Advisory Group, Inc., US Cost, Inc., CMF International Group, Inc., PACO Group, Inc., The Nielsen-Wurster Group, Inc., Construction Estimating Services, Inc., Overnight Success Construction, Inc., Post, Buckley, Schuh & Jernigan, Inc., A.D.A. Engineering, Inc.

Representatives from the firms made a 15-minute presentation and had 5 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms. The Committee found the nine (9) firms were responsible and met the Minimum Qualification requirements set forth in the RFQ and then undertook an evaluation and ranking process of the Qualification Statements and oral presentation based on the Selection Criteria contained in the RFQ. The Chairperson and staff then proceeded to determine the ranking by adding the Selection Criteria score for each of the nine (9) respondents.

The following firms were found to be qualified to provide the desired services and are listed below in the Committee's order of ranking. The Committee recommended that the highest ranked responsive and responsible firm be forwarded to the County Manager for approval and authorization to negotiate an agreement:

1. US Cost, Inc.
2. Post, Buckley, Schuh & Jernigan, Inc.
3. PACO Group, Inc.

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

Summary Minutes of the Evaluation/Selection Committee Meeting
Overall Results

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Maryse Georges, Chairperson, MDAD (non-voting)
Bert Maura, MDAD
Tyrone Browne, MDAD
Jose A. Gonzalez, MDPR
Alice Arguelles, GSA
Ileana Quintana, DBD

Memorandum

MIAMI-DADE COUNTY

Date:

To: George M. Burgess
County Manager

From: Bert Maura, MDAD, Chairperson,
Negotiation Committee

Subject: Negotiation Committee Report for
Request for Qualifications for Professional Scheduling Services Consultant
RFQ No. MDAD-05-02

Attached please find six (6) copies of the proposed Professional Services Agreement for Professional Scheduling Services Consultant for the Miami-Dade Aviation Department ("MDAD") negotiated by the Negotiation Committee with the following firm: PACO Group, Inc., ("the Consultant").

DESCRIPTION OF SERVICES

The Consultant shall provide professional services to assist MDAD in providing professional scheduling services and any associated estimating and claims consulting services for Miami International Airport and the five (5) County-owned auxiliary airports, Kendall-Tamiami Executive Airport, Opa-Locka Airport, Opa Locka West Airport, Dade-Collier Training and Transition Airport, Homestead General Aviation Airport.

Services the Consultant shall provide include:

a. Analyzing the factors and activities, which affect the progress and timely completion of construction projects, and preparation of recommendations as a result of such analysis.

b. Preparing of an overall construction network schedule based on the Architect/Engineer project schedule for a given construction project, by whatever method directed in the Service Order. This may include CPM, PERT, Bar Graph or variations of these or other techniques, either by manual or computer assisted programs.

c. Preparing of schedules which detail a portion of the overall progress schedule.

d. Recommendation as to text and/or time frames to be included in the Contract Documents relating to schedules, payments and claims.

e. Preparing and presenting of reports, diagrams, sketches, illustrations and any similar tasks related to items a thru d above.

f. Attending at meetings between any of the parties related to the construction projects for related services.

g. Preparing and presenting of any of the above described material as appropriate to claims arising from the design and construction of projects.

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The amount of the Agreement is $ 4,010,000.00 and the source of funding for the Agreement shall be the Capital Improvement Program.

The term of the Agreement is two (2) years, with one two (2) year renewal option.

SELECTION PROCESS

In accordance with Administrative Order No 3-38, MDAD advertised a Request for Qualifications ("RFQ") No. MDAD-05-02, to solicit qualification statements for a consultant to provide professional services to assist MDAD in professional scheduling services. The following fourteen (14) respondents responded to the County public advertisement: Gaudet Associates, Inc., JC Nile LLC, Veritas Advisory Group, Inc., KJM & Associates, CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC, Parsons Brinckerhoff Quade & Douglas, Inc., The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc., A.D.A. Engineering, Inc.

The contract measure established for the RFQ was a SBE goal of 30%. Ten (10) respondents, Veritas Advisory Group, Inc., CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC ,The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc. and A.D.A. Engineering, Inc. were found in compliance with the required contract measure. Four (4) respondents, Gaudet Associates, Inc., JC Nile LLC, KJM & Associates and Parsons Brinckerhoff Quade & Douglas, Inc., were found non-responsive by the County Attorney's Office in regards to the contract measure requirement.

The qualification statements for the remaining ten (10) respondents, Veritas Advisory Group, Inc., CMF International Group, Inc., Fay, Spofford & Thorndike, Inc., H. J. Ross Associates, Inc., PACO Group, Inc., PMA Consultants, LLC ,The Nielsen-Wurster Group, Inc., Alpha Corporation, Post, Buckley, Schuh & Jernigan, Inc. and A.D.A. Engineering, Inc. were deemed responsive by the County Attorney's Office. The Evaluation/Selection Committee ("Committee") proceeded to review the ten (10) remaining responsive qualification statements.

After review of the written qualification statements, the Committee then heard oral presentations by the ten (10) respondents. The Committee deemed the ten (10) respondents responsible and proceeded to evaluate, rate and rank the respondents based on the criteria contained in the RFQ. The firm of PACO Group, Inc. was the Respondent recommended by the Committee for negotiations. The appointed Negotiation Committee then proceeded to negotiate with PACO Group, Inc.

A satisfactory Agreement was negotiated with PACO Group, Inc.

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

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE
Maryse Georges, MDAD, Chairperson
Bert Maura, MDAD
Tyrone Browne, MDAD
Mario A. Berrios, OCED
Norman Duncan, MDWASD
Vivian O. Walters, DBD

NEGOTIATION COMMITTEE
Bert Maura, MDAD, Chairperson
Tyrone Browne, MDAD
Vivian O. Walters, DBD

NON-EXCLUSIVE PROFESSIONAL SCHEDULING SERVICES CONSULTANT AGREEMENT FOR THE MIAMI-DADE AVIATION DEPARTMENT

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

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

and the Consultant: **PACO Group, Inc.**
7200 Corporate Center Drive, Suite 300
Miami, FL 33140
(305-666-3456) Phone
(305-666-8217) Facsimile

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

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APPENDIX 2 – Job Classification Descriptions

APPENDIX 3 – Consultant Job Classification and Maximum Wage Rates

APPENDIX 4– Revised E-1 AFFIDAVITS- Miami-Dade County-Miami-Dade Aviation Single Execution Affidavits

APPENDIX 5 – Revised E-2 AFFIDAVITS- Miami-Dade County Miami-Dade Aviation Single Execution Condition Of Award Requirements Affidavits

APPENDIX 6– Miami-Dade County Small Business Enterprise Program Participation Provisions; and PACO Group, Inc. SBE contractual Agreements

APPENDIX 7– Lobbying Rules

NON-EXCLUSIVE PROFESSIONAL SCHEDULING SERVICES CONSULTANT AGREEMENT FOR THE MIAMI-DADE AVIATION DEPARTMENT

This Non-Exclusive Professional Services Agreement for Scheduling Services for Miami-Dade Aviation Department (the "Agreement") is made this _____ day of _____, 2007 by and between **MIAMI-DADE COUNTY** (the "County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "Board"), and **PACO Group, 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 the services of an experienced and qualified firm to provide professional scheduling services and any associated estimating and claims consulting services; and

WHEREAS, the Consultant offers to provide said professional services in a manner that shall conform to (i) the scope of services delineated in the Request for Qualifications ("RFQ") No. MDAD-05-02 and all associated addenda, and (ii) the requirements of this Agreement;

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

ARTICLE 1 - DEFINITIONS

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

a) The term "Agreement" shall mean this Agreement including all attachments hereto and a part thereof entered into by the County and the successful Respondent, including all of its terms and conditions, attachments, exhibits and amendments.

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

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

d) The term "A.O." shall mean Administrative Order.

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

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

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

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

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

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

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

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

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

p) The term "Scope of Services" shall mean Article 3 of this Solicitation, which details the work to be performed by the Consultant or Successful Respondent.

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

r) The term "Solicitation" shall mean the Request for Qualifications ("RFQ") No. MDAD-05-02, and all associated addenda and attachments.

s) The terms "Subcontractor" or "Subconsultant" shall mean any person, firm, entity or organization, other than the employees of the Consultant or Successful Respondent, who contracts with the Consultant or Successful Respondent to furnish labor, or labor and materials, in connection with the

Work or Services to the County, whether directly or indirectly, on behalf of the Consultant or Successful Respondent.

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

u) The terms "Work Order" or "Service Order" shall mean a document that defines and describes the parameters of individual projects assigned or awarded by the Consultant or Successful Respondent in accordance to the terms of this agreement.

ARTICLE 2 – TERM/EXTENSION

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

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

ARTICLE 3 - SCOPE OF SERVICES

3.01 INTRODUCTION/BACKGROUND

The Department requires the services of an experienced and qualified professional firm to provide professional scheduling services and any associated estimating and claims consulting services for Miami International Airport and the five (5) County-owned auxiliary airports, Kendall-Tamiami Executive Airport, Opa-Locka Airport, Opa Locka West Airport, Dade-Collier Training and Transition Airport, Homestead General Aviation Airport.

3.02 REQUIREMENTS AND SERVICES TO BE PROVIDED

TASKS: The Consultant shall:

a. Analyzing the factors and activities, which affect the progress and timely completion of construction projects, and preparation of recommendations as a result of such analysis.

b. Preparing of an overall construction network schedule based on the Architect/Engineer project schedule for a given construction project, by whatever method directed in the Service Order. This may include CPM, PERT, Bar Graph or variations of these or other techniques, either by manual or computer assisted programs.

c. Preparing of schedules which detail a portion of the overall progress schedule.

d. Recommendation as to text and/or time frames to be included in the Contract Documents relating to schedules, payments and claims.

e. Preparing and presenting of reports, diagrams, sketches, illustrations and any similar tasks related to items a thru d above.

f. Attending at meetings between any of the parties related to the construction projects for related services.

g. Traveling to or from any city to attend meetings, seminars, or any matter related to the services described herein.

h. Preparing and presenting of any of the above described material as appropriate to claims arising from the design and construction of projects including but not limited to the following services:

- Reviewing and organizing relevant project schedules, costs, and claim information.
- Pinpointing crucial documents.
- Analyzing the impact of the delays, inefficiency, description, interference and acceleration.
- Preparing project schedules (as planned, as-built and as-adjusted).
- Detailed review of existing projects regarding schedules, performance, problems and delays.
- Preparing a chronological list of major problems and delays broken down by cause (owner, contractor or other).
- Assisting in negotiations
- Evaluating claims submitted by others
- Writing reports, designing and constructing demonstration models
- Examination of schedule requirements, including schedule preparation, maintenance and modification and development of questions to clarify the facts and positions of the parties involved
- Reviewing and coordinating their findings with MDAD to assure that they are knowledgeable as to the facts and findings regarding claims

- Recommending procedures to be undertaken to minimize the impacts of continuing actions for which claims have been asserted

ARTICLE 4 - COMPENSATION

4.01 COMPENSATION FOR SERVICES AND REIMBURSABLE EXPENSES

The compensation for all services, including reimbursable expenses under the Agreement shall be **Three Million dollars ($3,000,000)** for the initial two (2) year term, and shall be one million dollars ($1,000,000) for the additional two (2) year extension period. Any amount not expended during the initial two (2) year term may be carried over to the extension period.

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. Service Orders will detail the specifics of the authorization, the expected end product and will include detail information on all labor, materials, equipment and incidentals necessary or desirable to perform the ordered work.

The County agrees to pay and the Consultant agrees to accept, for services rendered pursuant to this Agreement, the fee stated in the Service Order authorizing the work for this project.

The County shall have no obligation to issue any Service Order(s). All invoices for services rendered must be accompanied by personnel time records satisfactory to the Department. The Consultant will not be compensated for travel time outside of normal business hours (8 a.m. to 5 p.m., Monday through Friday).

4.02 INVOICES AND METHOD OF PAYMENT

The Consultant shall submit monthly to the Project Manager one (1) original and two (2) copies of a duly certified invoice for payments due on account of the portion(s) of Services performed and eligible for payment under the terms of this Agreement. This invoice must be accompanied by (i) copy(ies) of applicable Service Order(s), (ii) documentation of personnel time, and (iii) original receipts for reimbursable expenses (see Sub-Article 4.06), as appropriate. The Consultant shall compare the actual year to date billings to the work plan and budget proposal. The Project Manager may request other supporting documentation reasonably required to support the processing of payments. All payments shall be governed by the provisions of the Florida Prompt Payment Act.

4.03 PAYMENT FOR SERVICES

The fee for Services authorized in accordance with this Agreement shall be computed by one of the following methods as mutually agreed to by the County and the Consultant:

4.03.1 Fixed lump sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

4.03.2 Direct labor multiplier: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a direct labor multiplier. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of a Service Order. The direct labor multiplier for all personnel designated as full time staff is **2.93** times Direct Salaries.

4.03.3 Compensation for authorized overtime services must be approved in writing by the Owner prior to incurring overtime charges. For Employees that are salaried and are not required to be paid time and one half for work over 40 hours: Forty (40) hours multiplied by the base pay rate ($) multiplied by the multiple (M); plus Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the pay rate ($) multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.1)

For Employees that are on an hourly basis and are required to be paid at a time and one half overtime rate: Hours Worked Beyond Forty (40) Hours During Week (Hrs) multiplied by the premium pay rate ($*1.5) and then multiplied by 1.1. Using conventions contained in Microsoft Excel, the equation for this would be:

(40*$*M) + (Hrs*$*1.5*1.1)

EXAMPLE
Hours worked during week = 50
Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65)+(10*30*1.1) = 3180+330 = $3510 or*

EXAMPLE
Hours worked during week = 50

Pay rate = $30/hr.
Multiplier = 2.65

*(40*30*2.65)+(10*30*1.5*1.1) = 3180+495 = $3675*

4.04 MAXIMUM LIMIT ON DIRECT SALARIES

Unless otherwise changed as provided for hereinafter, a maximum hourly rate payable for Direct Salaries (exclusive of the direct labor multiplier) is hereby established for the classifications, **(see Appendix 2),** Consultant Job Classification and Maximum Wage Rates, **(see Appendix 3)**. Compensation for the **Principal-in-Charge** shall be at the flat rate without application of any multiplier of **$150.00** per hour.

Any other classifications that may be used during the course of performing the Services and the hourly rate for such classifications shall only be authorized by Service Order.

4.04.1 Prior to the beginning of each year of this Agreement other than the first year and prior to the beginning of each year of the extension to the term of this Agreement, the rates specified in **Appendix 3,** the Consultant Job Classifications and Maximum Wage Rates table (excluding adjustments to the multiple), shall be adjusted by the lower of either the percentage increase in the Consumer Price Index (CPI) or the cost of living adjustment for the County non-union bargaining unit. The adjustment shall not increase the authorized amount for compensation and reimbursable expenses (see Sub-Article 4.01) for this Agreement.

4.04.2 Consultant shall not invoice the County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Services. The direct labor multiplier factor set forth above shall cover all such costs pertinent to the Services.

4.05 PAYMENT FOR SUB-CONSULTANTS

Sub-consultants, other than those that are a part of its project team, may be employed by the Consultant to perform any or all requested Services when in the opinion of the Consultant said sub-consultant services are necessary for the accomplishment of the Services. The Consultant shall obtain County's approval of the use of and the fees for such sub-

consultants prior to commencing such work. Such approval must be contained in the applicable Service Order. Verification of the work performed by such sub-consultant(s) shall be the sole responsibility of the Consultant. Any Consultant's use of sub-consultants will not affect any NTE amount.

4.05.1 All payments to sub-consultant(s) employed for the performance of Services shall be the sole responsibility of the Consultant. The Consultant shall, upon receipt of progress and/or final billing(s) from such sub-consultant(s) for Services satisfactorily performed, incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis(es) in the next following invoice submitted by the Consultant to the County. The Consultant shall not submit invoices that include charges for Services by sub-consultant(s), unless such Services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such sub-consultant(s). The Consultant shall make all payments to such sub-consultant(s) promptly following receipt by Consultant of corresponding payment from the County. Prior to any payments to sub-consultant(s), the Consultant shall, if requested by the Project Manager, furnish to the County a copy of the agreement(s) providing for such payments.

4.05.2 All compensation rates to sub-consultants authorized by the County shall not exceed the Consultant's rates contained herein unless otherwise approved in advance by the County.

4.06 PAYMENT FOR REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the County in advance and authorized by a Service Order:

4.06.1 Sub-consultants, when recommended by the Consultant, and approved by the County in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.

4.06.2 In the event the Consultant is assigned a project within the Customs area and the Consultant is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Consultant the cost of the premium for such bond, as substantiated by the invoice.

4.06.3 All printing and reproduction costs, including the cost of CDs, as may be required herein and those costs in excess of that required under this Agreement. Such costs will be reimbursed at the same

rate paid by the County to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

4.06.4 Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

4.07 ACCOUNTING RECORDS AND AUDIT PROVISIONS

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

ARTICLE 5 – NONDISCRIMINATION

5.01 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 actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but are not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay of other forms of compensation, and selection for training including apprenticeships.

The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

5.02 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 5.01 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 Subconsultant.

5.03 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.

5.04 BREACH OF NONDISCRIMINATION COVENANT

In the event it has been determined that the Consultant has breached any enforceable nondiscrimination covenant contained in Sub-Article 5.03 above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Consultant fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Sub-Article 13.05 hereof.

ARTICLE 6 - INDEMNIFICATION

6.01 INDEMNIFICATION AND HOLD HARMLESS

6.1.1 Pursuant to Florida Statutes § 725.08 and notwithstanding the provisions of Florida Statutes § 725.06, the Consultant shall

indemnify and hold harmless the Owner, and its officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

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

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

ARTICLE 7 - INSURANCE

The Consultant shall furnish to Miami-Dade County, c/o Risk Management Division, 4200 NW 36th Street, Miami, Florida 33122 or P. O. Box 025504 Miami, Florida 3302-5504, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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.

*Under no circumstances is the contractor permitted on the A.O.A. side without increasing the automobile coverage to $5,000,000 combined single limit.

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "A-" as to management, and no less than "VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval of the MDAD's Risk Management Division; or, the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

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

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within twenty (20) calendar days from the effective date. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this Contract, the Consultant shall be verbally notified of such deficiency and shall have an additional twenty-five (25) calendar days to submit a corrected certificate to the Miami-Dade Aviation Department. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after Miami-Dade Aviation Department's notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of this Agreement will be

rescinded, unless such time frame for submission has been extended by the Miami-Dade Aviation Department.

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

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

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

The issuance of any Service Order under this Agreement is contingent upon the receipt of the insurance documents, as required, within twenty (20) calendar days from the effective date of the Agreement. If the insurance certificate is received within the specified time frame, but not in the manner prescribed in this Contract, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Miami-Dade Aviation Department. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty-five (25) calendar days after Miami-Dade Aviation Department's notification to comply, the Consultant shall be in default of the contractual terms and conditions and this Agreement will be rescinded, unless such time frame for submission has been extended by the Miami-Dade Aviation Department.

ARTICLE 8 – RULES, REGULATIONS AND PERMITS

8.01 RULES AND REGULATIONS

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

8.02 VIOLATIONS OF RULES AND REGULATIONS

The Consultant represents and agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or local governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, employees, Consultants, Subconsultants, suppliers, or invitees, have violated any law, statute, ordinance, regulation or rule described in Sub-Article 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 and Sub-Article 9.02 shall be included in every Agreement and other agreements, which the Consultant may enter into related to its operations and activities under this Agreement and that any such Agreement and other agreements shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

8.03 PERMITS AND LICENSES

The Consultant covenants, represents, and warrants that it shall, at its sole cost and expense, be strictly liable and responsible to obtain, pay for, maintain current, fully comply with, and make available to the Department upon request, all permits, licenses, and governmental authorizations and approvals, however designated and as may be required, for the Consultant, at any time during the term of this Agreement, by any federal, state, or County governmental entity or judicial body having jurisdiction over the Consultant or its operations and activities, for any activity and for any actions of the Consultant at the Airport, including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from the Consultant's operations and activities at the Airport have been obtained and are in compliance.

8.04 COMPLIANCE WITH ADDITIONAL RULES AND REGULATIONS

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

ARTICLE 9 – CIVIL ACTIONS

9.01 GOVERNING LAW; VENUE

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

9.02 REGISTERED OFFICER/AGENT; JURISDICTION

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

9.03 VIOLATIONS OF LAWS AND REGULATIONS

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

ARTICLE 10 – CONTRACT MEASURES

This agreement includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows:

Subcontractor Goal:

30% SBE Subcontractor Goal

The Consultant committed to a 30% Subconsultant Goal per the SBE contractual agreement, attached to **Appendix 6,** Miami-Dade County Small Business Enterprise Participation Provisions for definitions, explanations and instructions. 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 **Appendix 6**.

ARTICLE 11 – NOT USED

ARTICLE 12 – SUBCONSULTANT RELATIONS

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

The Consultant, before making any subagreement 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 subagreement to a person, firm or corporation disapproved by the County.

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

In order to qualify as a Subconsultant satisfactory to the County, in addition to the other requirements herein provided, the Subconsultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled

and experienced, the Subconsultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type that is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subagreement if it appears to the County that the subagreement 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 subagreement, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subconsultant of its obligations under the subcontract, in the event the County finds Consultant in breach of its obligations, the option to pay the Subconsultant directly for the performance by such Subconsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subconsultant hereunder as more fully described herein.

ARTICLE 13 – DEFAULT AND TERMINATION

13.01 EVENTS OF DEFAULT

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

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

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

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

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

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

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

13.02 OTHER DEFAULTS

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

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

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

13.03 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

If an Event of Default occurs, the Department shall notify the Consultant (the "Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. The Consultant can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Contract. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The Default Notice shall specify the date by when the Consultant shall discontinue the services (the "Termination Date").

13.04 TERMINATION FOR CONVENIENCE

In addition to any other termination rights provided for in the Contract, this Agreement may be terminated for convenience and without penalty by: (i) the mutual and written consent of both parties; (ii) upon not less than thirty (30) days written notice from the County to the Consultant; or (iii) upon not less than one hundred eighty (180) days written notice from the Consultant to the County, 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; or (iii) a principal of the Consultant is convicted of a felony during the term of this Agreement.

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

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

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

ARTICLE 14 – GENERAL PROVISIONS

14.01 ASSIGNMENT

The Consultant shall not assign, transfer, or convey this Agreement to any person, firm, association, joint venture, corporation, or other entity, in

whole or in part without the prior written approval of the Department with such approval being in the Department's sole discretion. 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 Agreementvoidable by the County without liability to the Consultant for any reason whatsoever.

14.03 CONFLICT OF INTEREST

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

The Consultant represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

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

(a) There are no undisclosed persons or entities interested with the Consultant in the Contract. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Consultant of the County,

or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

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

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

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

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

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

14.04 COMPLIANCE WITH APPLICABLE LAW

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

14.05 RIGHTS TO BE EXERCISED BY DEPARTMENT

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

14.06 NOTICES

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

To the County:

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

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

To the Consultant:

PACO Group, Inc.
Frank Otero
7200 Corporate Center Drive, Suite 300
Miami, FL 33140
Phone: 305-666-3456
Fax:/ 305-666-8217

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

14.07 SEVERABILITY

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and to this end, the invalid provisions of this Agreement are severable.

14.08 RIGHTS RESERVED TO COUNTY

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

14.09 RIGHT TO REGULATE

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

14.10 AUTHORIZED USES ONLY

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

14.11 SURVIVAL

Any obligations of the Consultant and the County, which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any 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 Consultant or Subconsultants; and (ii) agrees that any such claim(s) shall be fully compensated for by an extension of time to complete performance of the Services.

14.13 ADMINISTRATIVE MODIFICATIONS

It is understood and agreed that the Department, upon written notice to the Consultant, shall have the right to modify administratively and to add, delete, and revise certain Articles and Exhibits to this Agreement pursuant

to Sub-Article 14.05, Sub-Article 14.28, and Sub-Article 14.29, provided however that such revisions shall not have a materially adverse effect on either the right of Consultant to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services.

14.14 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEWS

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

MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General ("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.

14.15 MISCELLANEOUS AUDIT PROVISIONS

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

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

14.16 ACCOUNT TO PAY FOR 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 **Ten Thousand** Dollars **($10,000.00)** . The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

14.17 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT

The total authorized amount for this Agreement including the IG Audit Account is **Four Million Ten Thousand** Dollars **($ 4,010,000 0.00).**

14.18 TRADEMARKS AND LICENSES

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

14.19 HEADINGS

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

14.20 BINDING EFFECT

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

14.21 FEDERAL SUBORDINATION

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

14.22 GOVERNMENTAL AUTHORITY

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

14.23 NO ESTOPPEL OR WAIVER

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

14.24 INDEPENDENT CONTRACTOR

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

14.25 REQUEST FOR QUALIFICATION STATEMENT INCORPORATED AND ORDER OF PREFERENCE

The Consultant acknowledges that it has submitted to the County a Qualification Statement that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD-05-02, addenda, and concomitant documents are incorporated by reference into the Contract. IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THIS AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THIS AGREEMENT; (2) EXHIBITS TO THIS AGREEMENT; (3) ANY RFQ ADDENDA; AND (4) THE RFQ AND CONCOMITANT DOCUMENTS.

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

14.26 MODIFICATIONS

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

14.27 PRIOR AGREEMENTS

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

14.28 RIGHT TO AMEND

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

14.29 RIGHT TO MODIFY

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

14.30 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL

The Consultant has identified in its Qualification Statement, as well as in **Appendix 1** the technical or professional personnel, which may affect the firm's qualifications or capabilities to perform the Services under this Agreement, pursuant to Miami-Dade County Resolution No. R-744-00, such personnel must be consistent with the staff provided in its Qualification Statement and shall not be replaced except when the Department determines, in its discretion, that the proposed replacement personnel have equal or greater qualifications to perform the Services.

14.31 CONDITION OF AWARD CERTIFICATES

(A) Pursuant to Miami-Dade County Resolution No. R-182-00 amending Resolution No. R-385-95, Consultants shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the

Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, and other laws prohibiting discrimination on the basis of disability. Any post award violation of these acts may result in this Agreement being declared void. If any certifying firm or affiliate is found in violation of the acts, the County will conduct no further business with such attesting firm. Any violation of this resolution may result in debarment.

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

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

(D) Pursuant to Miami-Dade County Ordinance No. 00-30, it shall be a condition of award that the Consultant shall verify that all delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the Miami-Dade County Tax Collector, as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the Consultant, have been paid. Failure to comply with this policy may result in debarment.

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

14.32 ADDITIONAL CONDITION OF AWARD CERTIFICATES

(A) Required Listing of Subconsultants and Suppliers on County Contracts: Miami-Dade County Ordinance No. 97-104, amended by Ordinance No. 00-30, requires a bid or qualification for a County or Public Health Trust Agreement involving the expenditure of $100,000 or

more include a listing of subconsultants and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Respondent will not utilize Subconsultants or suppliers on this agreement. In the latter case, the listing must expressly state no Subconsultants, or suppliers, as the case may be, will be used on this agreement.

THE ATTACHED FORM CONTAINED IN APPENDIX 5, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF MIAMI-DADE COUNTY ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE RESPONDENT MAY NOT UTILIZE SUBCONSULTANTS OR SUPPLIERS FOR THIS QUALIFICATION. THE RESPONDENT SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON THE ATTACHED FORM, IN THOSE INSTANCES WHERE NO SUBCONSULTANTS AND/OR SUPPLIERS WILL BE USED ON THIS QUALIFICATION.

(B) Fair Subcontracting Policies: All selected Respondents on County contracts in which subconsultants may be used shall be subject to and comply with Miami-Dade County Ordinance No. 97-35, requiring Respondents to provide a detailed statement of their policies and procedures for awarding subcontracts which:

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

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

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

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

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

14.33 INTENT OF AGREEMENT

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

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

14.34 ENTIRETY OF AGREEMENT

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

14.35 LOBBYING RULES

The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance **(see Appendices 5 and 7).** The Consultant shall comply with these requirements.

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

By: _____
Deputy Clerk

Consultant (If an Individual)

Name:_____

By: _____
Signature

Title: _____

Consultant (If a Corporation)

Consultant

(Corp. Seal)

Name: Frank Otero
President

By: _____
Signature

Attest: _____
Secretary

Frank Otero
Print Name

Frank Otero
Print Name

Consultants (If a Partnership)

Name: _____ **Name:** _____

Partnership Name: _____

Partner	**Partner**
By:	By:
Name: _____	Name: _____
Print Name	Print Name
_____	_____
Signature	Signature
_____	_____
Witness	Witness

APPENDIX 1

CRITICAL PERSONNEL

Frank Otero	Principal-in-Charge
Kathleen Brown	Project Controls Manager
Keith Skilling, PE, PMP, PSP	Project Controls Manager
Juan Salazar	Supervising Scheduling Engineer
William L. Bailey	Supervising Scheduling Engineer
Diego Perez	Sr. Scheduling Engineer
Carlos Sanchez	Sr. Scheduling Engineer

APPENDIX 2

JOB CLASSIFICATION DESCRIPTIONS

Principal-in-Charge: Single of point of contact with primary responsibility for client satisfaction and project quality and success.

Project Controls Manager: Responsible for oversight, management, and execution of task-order assignments in accordance with the specific scope of work. Establishes process consistency and efficiency; reviews approval processes; implements project control systems; and manages scheduling engineers.

Supervising Scheduling Engineer: Reviews schedules. Reports findings and makes recommendations to the client. Monitors as-planned performance with actual performance. Monitors and updates the CPM master schedule; analyzes and implements schedule workarounds; and determines that project critical path participants are aware of responsibilities.

Senior Scheduling Engineer: Prepares baseline schedule and periodic updates, work-arounds and recovery schedules; reviews baseline schedules, periodic schedule updates, and mitigation schedules.

APPENDIX 3

CONSULTANT JOB CLASSIFICATION AND MAXIMUM WAGE RATES

Position	DL Hrly Rate	Multiplier	Fully Loaded Billing Rate
-Principal-in-Charge $150.00	(fixed)	N/A	N/A
-Project Controls Manager	$55.00 - 60.00	2.93	$162.25 -177.00
-Supervising Scheduling Engineer	$50.00 - 55.00	2.93	$147.50 - 162.25
-Sr. Scheduling Engineer	$45.00 - 50.00	2.93	$132.75 – 147.50
-Scheduling Engineer	$35.00 - 45.00	2.93	$103.25 – 132.75
-Jr. Scheduling Engineer	$25.00 - 35.00	2.93	$73.75 – 103.25

APPENDIX 4

REVISED E-1 AFFIDAVITS

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION SINGLE AFFIDAVITS

APPENDIX E-1

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

This sworn statement is submitted for:

PROJECT TITLE Professional Scheduling Services Consultant for the Miami Dade Aviation Department

PROJECT NUMBER RFQ-MDAD-05-02

COUNTY OF Miami Dade

STATE OF Florida

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

That he/~~she~~ is the duly authorized representative of

PACO Group, Inc.
(Name of Entity)

261 Fifth Ave., Suite 701, New York, New York 10016
(Address of Entity)

11-3 11 3 6 2 3
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

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

"1 A predecessor or successor of a person convicted of a public entity crime; or

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

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

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

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

_____The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

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

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

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

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

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the

Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

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

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

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

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

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

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

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

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

PART I

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

   PACO Group, Inc.

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

   Fran Otero, President, 5001 SW 74th Court, Suite 203, Miami, FL 33155

   Gary Touryan, Sr. Vice President, 261 Fifth Ave., Suite 701, New York, New York, 10016

   Michael Tolliver, Vice President, 271 Fifth Ave., Suite 701, New York, New York 10016

   Hui An. Vice President/CEO. 271 Fifth Ave.. Suite 701. New York. New York 10016

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

   same as above

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

Frank Otero owns 100 % of the corporation's stocks.

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

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

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

None

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

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

White:	10	Males	2	Females
Asian:	5	Males	5	Females
Black:	3	Males	4	Females
Native American:	0	Males	0	Females
Hispanics:	11	Males	4	Females
Alaskan Natives:	0	Males	0	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

Post Office Box addresses not acceptable.
If a Joint Venture, list this information for each member of the Joint Venture

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS: N/A

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

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 _____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

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

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out _____

of Contract _____

_____

==========

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 18

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

see attachment VI

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

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

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No._____ and the expiration date of _____.

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

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

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

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

(Signature of Authorized Representative)

Title President and CEO

Date October 25, 2006

STATE OF: New York

COUNTY OF: New York

The above instrument was acknowledged before me this 30th day of Oct, 2006

by Frank Otero,
(Authorized Representative)

of Paco Group, Inc.,
(Name of Corporation, Partnership, etc.)

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

Gisela Millan
(Signature of Notary)

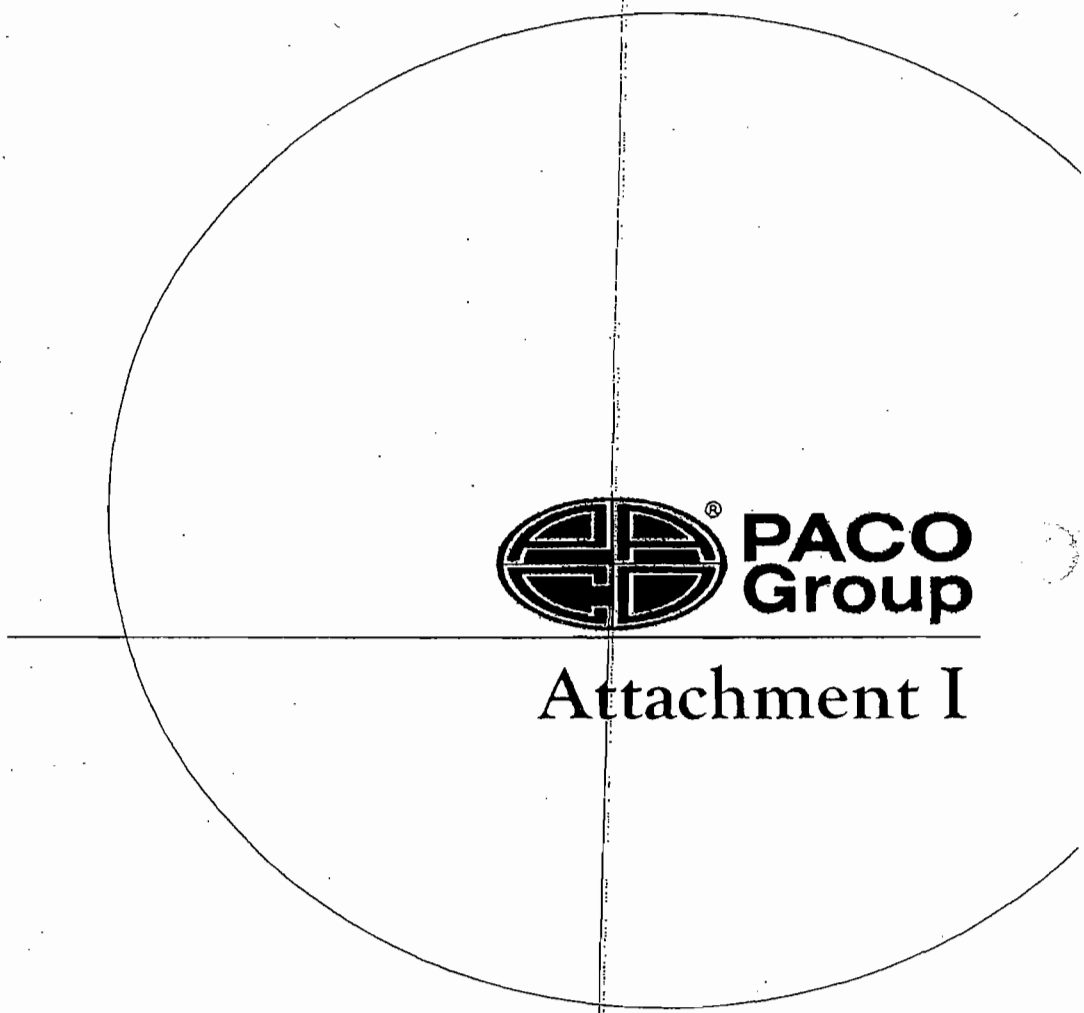
Gisela Millan
(Print Name)

Notary Commission Number: 01MI6144853

My Commission Expires: 4/24/2010

Notary Stamp or Seal:

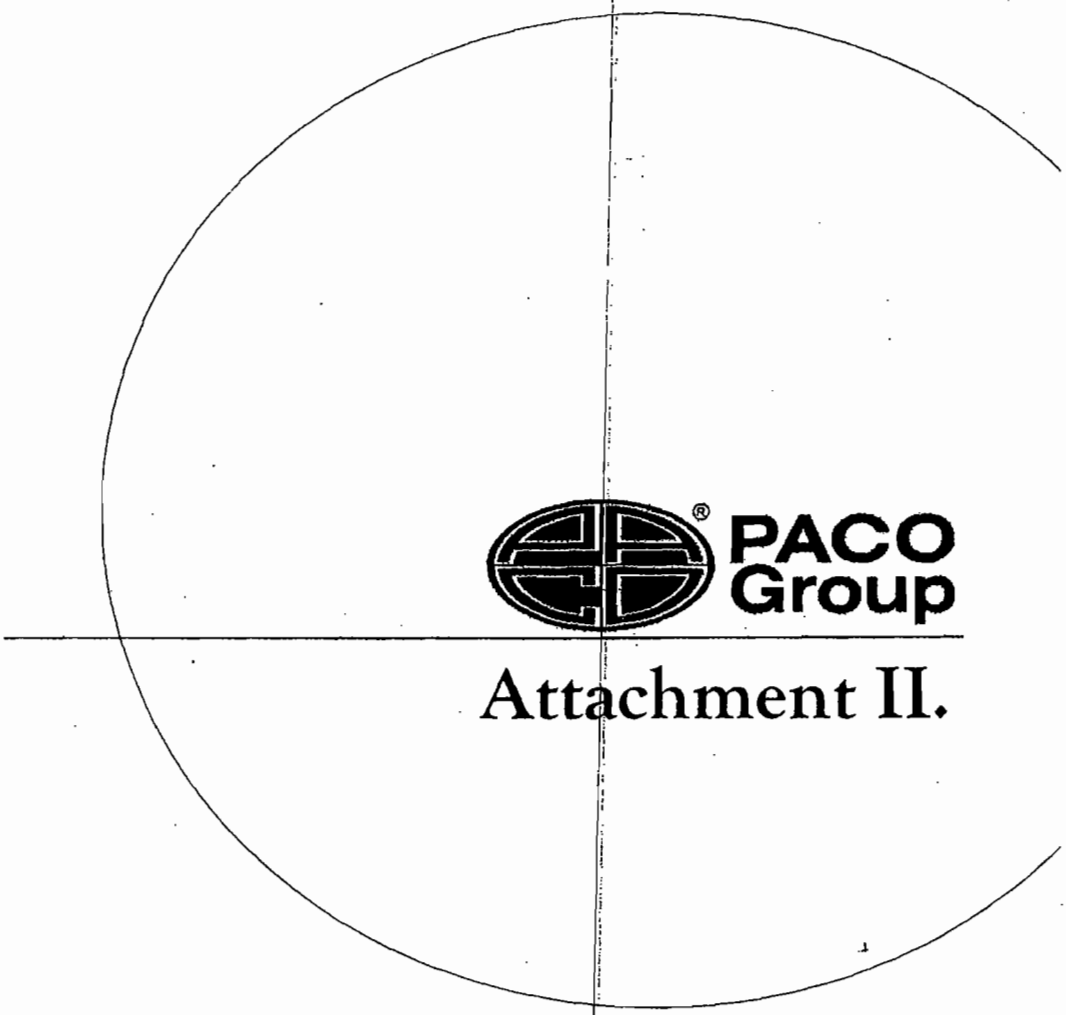
GISELA MILLAN
Notary Public - State of New York
NO. 01MI6144853
Qualified in Bronx County
My Commission Expires 4/24/2010



Attachment I

Health Care Benefits of PACO Group, Inc.

All PACO employees are eligible to receive when they join the company Health Benefits through United Health Care and Dental through MetLife. In addition to the standard health and dental services provided under both policies they both also offer two different Vision plans.



Attachment II.

Work Force Break-Down of PACO Group, Inc.

Job Category	Total Employees in Establishment			White		Black		Hispanic		American Indian		Asian		Other	
	Total Employees	Total Males	Total Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females
Officials	5	4	1	1	-	-	-	2	-	-	-	1	1	-	-
Professionals	28	19	9	8	2	2	1	5	3	-	-	4	3	-	-
Technicians	4	4	-	-	-	1	-	3	-	-	-	-	-	-	-
Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office and Clerical	8	2	6	1	-	-	4	1	2	-	-	-	-	-	-
Craft Workers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operatives Laborers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Service Workers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**45**	**29**	**16**	**10**	**2**	**3**	**5**	**11**	**5**	**-**	**-**	**5**	**4**	**-**	**-**

Totals				12		8		16		-		9		-	
	45	29	16	10	2	3	5	11	5	-	-	5	4	-	-

Owner: Hispanic

Dated: 10/26/2006

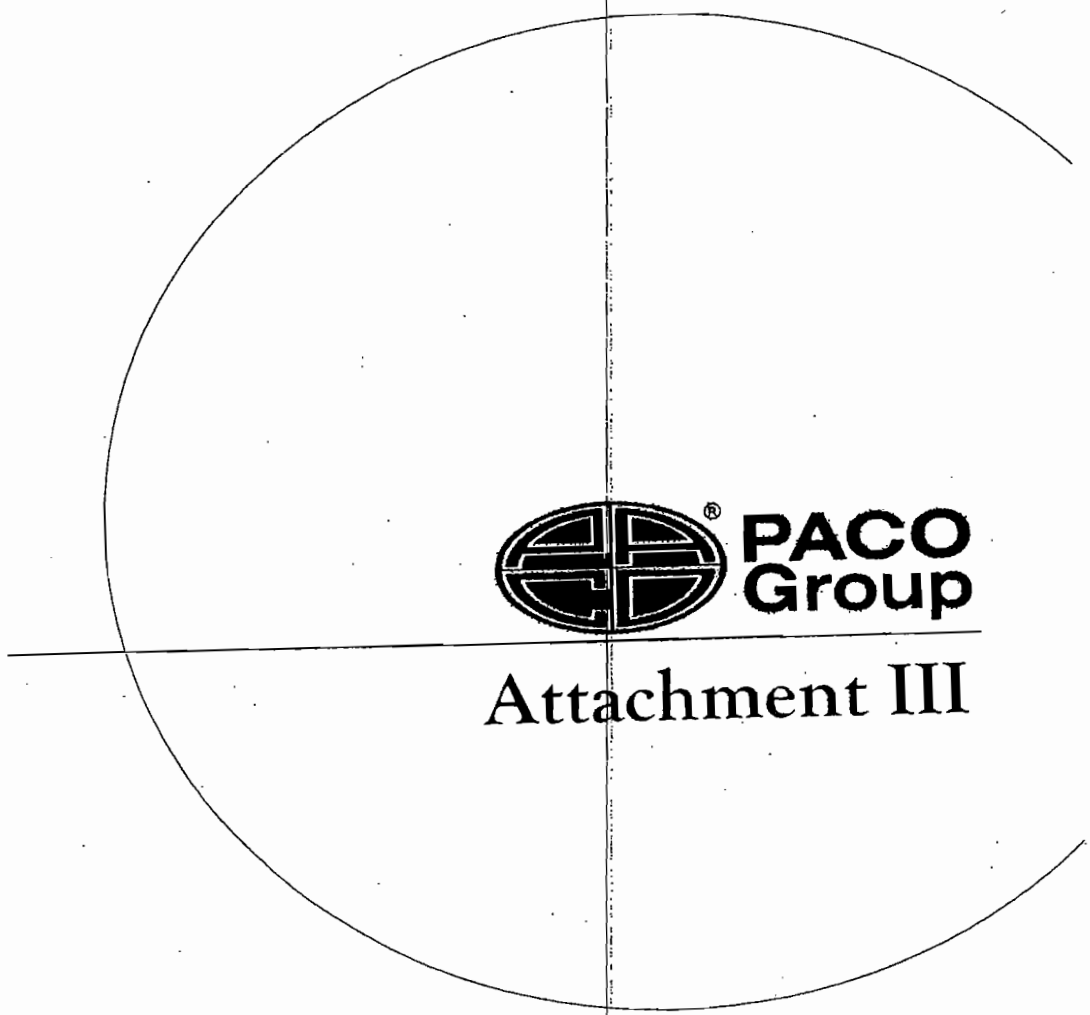
Work Force Break-Down of PACO Group, Inc.

Job Category	Total Employees in Establishment			White		Black		Hispanic		American Indian		Asian		Other	
	Total Employees	Total Males	Total Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females	Males	Females
Officials	**5**	**4**	**1**	1	-	-	-	2	-	-	-	1	1	-	-
Professionals	**28**	**19**	**9**	8	2	2	1	5	3	-	-	4	3	-	-
Technicians	**4**	**4**	-	-	-	1	-	3	-	-	-	-	-	-	-
Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office and Clerical	**6**	**2**	**4**	1	-	-	3	1	1	-	-	-	-	-	-
Craft Workers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operatives Laborers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Service Workers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**43**	**29**	**14**	**10**	**2**	**3**	**4**	**11**	**4**	**-**	**-**	**5**	**4**	**-**	**-**

Totals				12		7		15		-		9		-	
	43	29	14	10	2	3	4	11	4	-	-	5	4	-	-

Owner: Hispanic

Dated: 08/25/2006



Attachment III

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that PACO GROUP, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on April 11, 1996.

The document number of this corporation is F96000001813.

I further certify that said corporation has paid all fees due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on January 29, 2004, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Second day of February, 2004

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

Corporations Online

Foreign Profit

PACO GROUP, INC.

PRINCIPAL ADDRESS
261 5TH AVENUE
SUITE 701
NEW YORK NY 10016
Changed 02/20/2002

MAILING ADDRESS
7200 CORPORATE SENTER DRIVE
SUITE 300
MIAMI FL 33126
Changed 01/12/2007

Document Number	FEI Number	Date Filed
F96000001813	113113623	04/11/1996
State	**Status**	**Effective Date**
NY	ACTIVE	NONE
Last Event	**Event Date Filed**	**Event Effective Date**
NAME CHANGE AMENDMENT	06/18/1999	NONE

Registered Agent

Name & Address
OTERO, FRANK 7200 CORPORATE CENTER DRIVE STE 300 MIAMI FL 33126
Name Changed: 06/23/1999
Address Changed: 01/12/2007

Officer/Director Detail

Name & Address	Title
OTERO, FRANK 7200 CORPORATE CENTER DRIVE SUITE 300 MIAMI FL 33126	PCEO

Annual Reports

Report Year	Filed Date
2005	01/17/2005
2006	04/21/2006
2007	01/12/2007

Previous Filing | Return to List | Next Filing

View Events
View Name History

Document Images

Listed below are the images available for this filing.

01/12/2007 -- ANNUAL REPORT
04/21/2006 -- ANNUAL REPORT
01/17/2005 -- ANNUAL REPORT
01/29/2004 -- ANNUAL REPORT
01/13/2003 -- ANNUAL REPORT
02/20/2002 -- ANNUAL REPORT
01/19/2001 -- ANNUAL REPORT
01/14/2000 -- ANNUAL REPORT
06/23/1999 -- ANNUAL REPORT
06/18/1999 -- Name Change
05/07/1998 -- ANNUAL REPORT
02/13/1997 -- ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry | Corporations Help

PACO Group

7200 Corporate Center Drive
Suite 300
Miami, FL 33126
t: 305.666.3456
f: 305.666.8217

April 4, 2007

Miami-Dade County Tax Collector
140 W. Flagler St,
14th Floor
Miami, FL 33130

RE: Change of Address

To whom it may concern,

With this letter we are formally requesting that the address of the Occupational License for PACO Group, Lic. # 3714715, be changed to our new address:

7200 Corporate Center Drive
Ste. 300
Miami, FL 33126

I have attached with this letter our original Occupational License for the current year and a check of $7.50, 10% of the amount paid for the license.

Thank you,

Jorge G. Reinosa
Office Manager

6441

PACO GROUP, INC.
261 FIFTH AVENUE, SUITE 701
NEW YORK, NY 10016
PH: 212.685.0578

Bank of America

1-32/210

April 4, 2007

PAY TO THE ORDER OF Miami Dade County Tax Collector

$ 7 50/xx

Seven and 50/xx

DOLLARS

Security features. Details on back.

VOID AFTER 90 DAYS

MEMO: Occupational License

⑈006441⑈ ⑆021000322⑆ 0094190144451⑈

PACO GROUP, INC.

6441

78

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

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

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

THIS IS NOT A BILL-DO NOT PAY

409761-4

RENEWAL

BUSINESS NAME / LOCATION

LICENSE NO. 371471-5

PACO GROUP INC
5001 SW 74 CT 203
33155 UNIN DADE COUNTY

OWNER

PACO GROUP INC

Sec. Type of Business

EMPLOYEE/S

213 MANAGEMENT SERVICE 1

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

DO NOT FORWARD

PACO GROUP INC
FRANK OTERO PRES
5001 SW 74 CT #203
MIAMI FL 33155

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR:

08/22/2006
60010000045
080075.00

SEE OTHER SIDE

74

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

2005 OCCUPATIONAL LICENSE TAX 2006
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2006
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

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

409761-4 **THIS IS NOT A BILL-DO NOT PAY** RENEWAL

BUSINESS NAME / LOCATION
PACO GROUP INC
5001 SW 74 CT 203
33155 UNIN DADE COUNTY

LICENSE NO. 371471-5

OWNER
PACO GROUP INC

Sec. Type of Business
213 MANAGEMENT SERVICE

EMPLOYEE/S
1

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

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX COLLECTOR
08/10/2005
20160000061
000075.00

SEE OTHER SIDE

DO NOT FORWARD

PACO GROUP INC
FRANK OTERO PRES
5001 SW 74 CT #203
MIAMI FL 33155

PACO Group

Attachment IV.

PACO Group

The information attached in the following pages is in response to Disclosure of Ownership Affidavit Part III of the Revised Appendix E-1.

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

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

PART I

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

   Professional Assistance & Conslting Company of N.Y., Inc.

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

   Fran Otero, President, One World Trade Center, Suite 1834, New York, New York 10048

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

   same as above

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

Frank Otero owns 100 % of the corporation's stocks.

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

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

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

None

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

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

White:	_____ Males	_____ Females
Asian:	_____ Males	_____ Females
Black:	_____ Males	_____ Females
Native American:	_____ Males	_____ Females
Hispanics:	_____ Males	_____ Females
Alaskan Natives:	_____ Males	_____ Females
_____:	_____ Males	_____ Females
_____:	_____ Males	_____ Females

Information not available due to loss of company archives during the "9.11" event.

(ADD EXTRA SHEETS IF NEEDED)

Post Office Box addresses not acceptable.
If a Joint Venture, list this information for each member of the Joint Venture

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS: N/A

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

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 _____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

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

Name of Dept.
& Summary
of Services
Performed _____

_____

Litigation
Arising out
of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept.
& Summary
of Services
Performed _____

_____

Litigation
Arising out _____

of Contract _____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 6

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

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

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

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No._____ and the expiration date of _____.

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

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

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

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

Frank Otero

Title President and CEO of PACO Group. Inc.

Date 11/16/2006

STATE OF: New York

COUNTY OF: New York

The above affidavits were acknowledged before me this 16th day of November, 2006

by Frank Otero,
(Authorized Representative)

of Paco Group, Inc.
(Name of Corporation, Partnership, etc.)

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

Gisela Millan
(Signature of Notary)

Gisela Millan
(Print Name)

Notary Stamp or Seal:

GISELA MILLAN
Notary Public - State of New York
NO. 01MI6144853
Qualified in Bronx County
My Commission Expires 9/29/2010

Notary Commission Number: _____

My Commission Expires: _____

Addendum 3
Revised Appendix E-1 Single Form Execution Affidavits

AFF-12

PACO Group

Attachment V

pacoGROUP
Innovations in Project Delivery sm

5001 S.W. 74th C
Suite 20
Miami, FL 33155
Tel: 305.666.345
Fax: 305.666.821

June 8, 2006

Mr. Omar Chavez
Presto International, Inc.
5001 SW 74th Court, Suite 200
Miami, FL 33155

Hand Delivered on 6/8/06

RE: Office Lease, Suite 201-205

Dear Mr. Chavez:

As discussed at our meeting on June 5, 2006 regarding our lease which expired on 12/31/05 the following was agreed:

- The base rent commencing June 1, 2006 will be $7,679.40 the same amount as 2005;
- An additional $500.00 per month for rent was requested. We presently are assigned 10 parking spaces for free. We agreed to returning 4 parking spaces and receiving a credit of $400.00 that will be used to offset the requested increase;
- We agreed to pay $100.00 per month for a sixth parking space.
- The lease will be renewed for the remainder of 2006 on a month-to-month basis;
- The monthly rent due is $7,670.40 plus $100.00 for as long as we continue requiring the additional (6th) parking space.

Your cooperation in this matter is very much appreciated. Please forward to us a new lease with the above stated terms and conditions.

Very truly yours,
PACO Group, Inc.

Frank Otero
President & CEO

Attachments: Letter dated April 28, 2006 Presto International to PACO Group, Inc.
Letter dated May 10, 2006 PACO Group, inc. to Presto International, Inc.

Presto International, Inc.
The Principal Real Estate Organization
5001 S.W. 74TH Ct. • Suite 200 • Miami • Florida 33155-4453
Tel. 305 669-8850 • Fax. 305 669-8859

April 28, 2006

PACO GROUP, INC.
5001 S. W. 74th Ct.
Suite 201
Miami, Florida 33155

Attn: Mr. Frank Otero, President

Dear Frank,

I am sorry that I did not get an opportunity to meet with you on April 24, 2006 regarding the new lease for Suites 201-205. Since I seldom see you in Miami anymore, I have decided to write you this letter in order that you can receive it when you come to the office and have the time to make a decision concerning the new lease.

I was reviewing your file and it has been a while since you had any kind of rent increase in spite of the fact that inflation and higher prices keep affecting each and every one of us. In fact, in April of 2005 I made a concession to you to pay $1,000.00 per month less than you had been paying up to that moment.

You have been an excellent tenant for a number of years now and I hope that by having reduced your rent I contributed, even in a small sort of way, to stabilize any business setback that you may have experienced in the past. Nevertheless, the reality of things puts me in a position to have to renegotiate a new lease arrangement for the space you occupy.

As I am sure you realize the rental market rate for a high end office such as yours in any centrally located professional area of Dade County is definitely between $24 and $25 per square foot. I certainly do not intent to increase you rate from the $17.35 per square foot that you are now paying to the current market level, but I really think that $22.00 per square foot is a very reasonable rate considering that we are getting $21.50/ft^2 for the offices that face the rear of the building with no lake view and no luxury.

In any event, I would ask of you to consider this proposal and try to give us an answer at your earliest convenience, but keep in mind that if we can come to an agreement, I would like to have a lease document in place no later than May 10th, 2006.

I will be looking forward to your comments and/or suggestions within the next few days in order to quickly come up with any alternative in case you are not able or elect not to keep the present space.

It has been a pleasure having you as a tenant and I hope that you would be interested in purchasing a space in the building once I do the Condo conversion within the next year.

Sincerely,

Presto International, Inc.

Omar A. Chávez
President

F:\Presto Building\Suite 201-205\PACO GR Rent Adj..doc

PACO Group

New York
261 Fifth Avenue, Suite 701
New York, NY 10016
212.685.0578 t
212.685.1379 f

Miami
SW 74th Court, Suite 203
Miami, FL 33155
305.666.3456 t
305.666.8217 f

Denver
1400 16th Street, Suite 400
Denver, CO 80202
720.932.8008 t
720.932.8100 f

May 10, 2006

Mr. Omar A. Chavez
President
Presto International, Inc.
5001 SW 74th Court, Suite 200
Miami, FL 33155

Dear Omar,

I am sorry I was unable to talk when you recently called me in New York. However, I did return the call later that day. I am in receipt of your letter dated April 28th, 2006 regarding the lease for our office space. I want to take this opportunity to thank you for the very generous concession of $1,000.00 you made to us since April 2005. Believe me, this has been very helpful during our difficult financial situation and I will always be appreciative of your generosity and sincerity.

I have read your proposal to increase our rent rate from $17.35 to $22.00 per sq. ft. At this time we are not in a financial situation to accept this increase. I am however prepared to reinstate the $1,000.00 concession effective with the June 2006 rent and continue this through December 2006. Furthermore, I will accept a lease option for 2007 at the requested rate of $22.00 per sq. ft.

In the event our proposal is not acceptable to you the only other option I see is for us to again discuss the option of moving into Suite 200. I will be in Miami on Thursday, May 11th perhaps we can discuss this matter in person. In the interim, please feel free to call me on my cell at 305/216-8692.

Sincerely,

Frank Otero
President & CEO

APPENDIX 5

REVISED E-2 AFFIDAVITS

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION SINGLE EXECUTION CONDITION OF AWARD EQUIREMENTS AFFIDAVITS

APPENDIX E-2

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

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

- Single Execution Condition of Award Affidavits:

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

- Subcontractor/Supplier Listing

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

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

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Cost Estimating Services

PROJECT NUMBER MDAD-05-02

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Frank Otero (Print Name), who is personally known to me or who has provided Driver's License as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Paco Group, Inc.
(Name of Entity)

7200 Corporation Center Drive Suite 300, Miami, FL 33126
(Address of Entity)

11-3111136123
Federal Employment Identification Number

hereinafter referred to as the Entity being its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

___✓___The Entity affirms under oath that the Entity is current in its obligations to the County.

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

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

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

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

(Signature of Authorized Representative)

Title PRESIDENT

Date 5/30/07

STATE OF: NEW YORK

COUNTY OF: NEW YORK

The above certifications/verifications were acknowledged before me this 30th day of MAY, 2007,

by FRANK OTERO
(Authorized Representative)

of PACO GROUP INC.,
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Gisela Millan
(Print Name)

Notary Stamp or Seal:

GISELA MILLAN
Notary Public - State of New York
NO. 01MI6144853
Qualified in Bronx County
My Commission Expires 4/24/2010

Notary Commission Number: _____

My Commission Expires: _____

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

Firm Name of Prime Entity/Respondent: PACO Group, Inc. Project No. MDAD-05-02

Project Name: SCHEDULING SERVICES

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
CES Consultants 14750 NW 77th Court, Ste 360, Miami Lakes, FL 33016	Rudy Ortiz PE	SCHEDULING	TBD	M	HA
PMA Consultants 801 Brickell Ave, Ste 600, Miami, FL 33131		SCHEDULING	TBD	M	HA
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender**	**Race**

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

Prime Entity/Respondent Signature — FRANK OTERO Print Name — PRESIDENT Print Title — 5/30/07 Date

(Duplicate if additional space is needed)

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

(Insert Here)

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

PACO Group, Inc. (PACO) will fulfill all requirements and goals relative to Section 2-8.8(4) of the Code for the Cost Estimating Services contract (MDAD-05-02) with the Miami-Dade Aviation Department, Miami-Dade County, Florida.

We have on our team, two firms - CES Consultants, and PMA Consultants - to fulfill the subcontracting goals of this contract.

PACO certifies that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America or the Department of Civil Rights of the State of Florida; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, or handicap.

PACO Group, Inc.
Name of Firm

Frank Otero, President
Name & Title of Authorized Representative

Signature of Authorized Representative

May 30, 2007
Date

Attachment VII

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR PACOG-1

DATE (MM/DD/YYYY) 05/08/07

PRODUCER

J.A. Faccibene & Assoc., Inc.
100 Merrick Road Suite 460W
Rockville Centre NY 11570
Phone: 516-766-3513

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Paco Group, Inc.
Ms. Ann An
110 William St., Suite 3010
New York NY 10038

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	
INSURER B: RSUI Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR X Bd Form Addtl.Ins GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	I-680-0531C669-TIA-06	08/10/06	08/10/07	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	I-680-0531C669-TIA-06	08/10/06	08/10/07	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A	X	EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE X RETENTION $ 10000	ISP-CUP-1829Y640-IND-06	08/10/06	08/10/07	EACH OCCURRENCE	$ 2,000,000
						AGGREGATE	$ 2,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BW02203385	11/25/06	11/25/07	X WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHER E&O	LHR708669	01/30/07	01/30/08	Limit	1,000,000
						Retention	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Professional Scheduling Services. RFQ No. MDAD-05-02 Paco Project NO. SE1153. Miami-Dade County is included as additional insured with respect to work performed by the above named insured.

CERTIFICATE HOLDER

Miami Dade Aviation Department
c/o Risk Management Division
4200 NW 36th Street
Miami FL 33122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Faccibene

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR PACOG-1 | DATE (MM/DD/YYYY) 05/08/07

PRODUCER

J.A. Faccibene & Assoc., Inc.
100 Merrick Road Suite 460W
Rockville Centre NY 11570
Phone: 516-766-3513

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INSURED

Paco Group, Inc.
Ms. Ann An
110 William St., Suite 3010
New York NY 10038

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	
INSURER B: RSUI Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR X Bd Form Addtl.Ins GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	I-680-0531C669-TIA-06	08/10/06	08/10/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	I-680-0531C669-TIA-06	08/10/06	08/10/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE X RETENTION $ 10000	3SF-CUP-1829T640-IND-06	08/10/06	08/10/07	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BW02203385	11/25/06	11/25/07	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		OTHER E&O	LHR708669	01/30/07	01/30/08	Limit Retention	1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Professional Scheduling Services. RFQ No. MDAD-05-02 Paco Project NO. SE1153. Miami-Dade County is included as additional insured with respect to work performed by the above named insured.

CERTIFICATE HOLDER

Miami Dade Aviation Department
c/o Risk Management Division
4200 NW 36th Street
Miami FL 33122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Faccibene

© ACORD CORPORATION 1988

APPENDIX 6

MIAMI-DADE COUNTY
SMALL BUSINESS ENTERPRISE PROGRAM PARTICIPATION PROVISIONS

MIAMI-DADE COUNTY

Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

May 03, 2006

CERT. NO: 10503
APPROVAL DATE(s): 05/01/2006
MICRO/SBE
EXPIRATION DATE: 04/30/2007

Rudy Ortiz
CES CONSULTANTS, INC.
14750 NW 77th Ct, Suite #360
Miami Lakes, FL 33016-0000

Dear Mr. Ortiz:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a small and/or disadvantaged business enterprise. This department hereby approves your firm as a Micro/Small Business Enterprise (MICRO/SBE) in Miami-Dade County in the categories listed below.

Your firm will be included in our registry of certified businesses and this certification is valid for twelve (12) months, expiring as noted above. This certification may require additional review at the time of bid or when your company is being considered by a prime contractor to meet a goal. It affords your company the opportunity to participate as a small business in the competitive process for contracts. Please note that the trade categories listed below are the only areas that your company is eligible to bid or participate in contracts under your current certification.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date. Please be advised that your firm may be prohibited from working on contracts obtained through this certification if you fail to re-certify or if the firm loses its certification for any reason.

We look forward to your participation in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Marsha E. Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Street Light Maintenance And Repair (MICRO/SBE)
Wastewater Treatment Plant, Operations, Testing, And Maintenance (MICRO/SBE)
Water And Wastewater Treatment Services (MICRO/SBE)
Inspection Services, Construction Type (MICRO/SBE)
Administrative Services, All Kinds (Incl. Clerical, Secretarial

DBDRUCE3

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CES CONSULTANTS, INC.
14750 NW 77th Ct, Suite #360
Miami Lakes, FL 33016-0000

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Services, Etc. (MICRO/SBE)
Cost Estimating (MICRO/SBE)
Economic Impact Studies (MICRO/SBE)
Environmental Impact Studies (MICRO/SBE)
Inspection And Certification Services (MICRO/SBE)
Construction Consulting (MICRO/SBE)
Engineering Consulting (MICRO/SBE)
Environmental Consulting (MICRO/SBE)
Feasibility Studies (Consulting) (MICRO/SBE)
Management Consulting (MICRO/SBE)
Utilities: Gas, Water, Electric Consulting (MICRO/SBE)
Construction Management Services (MICRO/SBE)
Public Works, Construction, And Related Services (MICRO/SBE)
Culvert Construction, Pipe (MICRO/SBE)
Curb And Gutter Construction (MICRO/SBE)
Pipe Line Construction And Repair (MICRO/SBE)
Sewer And Storm Drain Construction (MICRO/SBE)
Sewer Maintenance And Repair (MICRO/SBE)
Sidewalk And Driveway Construction (MICRO/SBE)
Paving And Repair Of Parking Lots (Not Including (MICRO/SBE)
Architects And Engineers - Pre-Qualified (MICRO/SBE)

DBDROZA

110

Agreement

Consultant:
PACO Group, Inc.
5001 SW 74th Court
Miami, FL 33155

Agreement Date:
November 16, 2006

Subconsultant:
CES Consultants, Inc.
14750 NW 77th Ct., Suite 360
Miami Lakes, FL 33016-1505

Project Number: MDAD-05-02

Project Name: Professional Scheduling Services Consultant for the Miami-Dade Aviation Department

PACO Group, Inc. (Consultant) and CES Consultants, Inc. (Subconsultant) hereby agree that if awarded a contract by Miami-Dade Aviation Department for "Professional Scheduling Services Consultant for the Miami-Dade Aviation Department RFQ No. MDAD-05-02" (RFQ) and subsequently, if Consultant is tasked to provide services on a task basis under such a contract, Consultant will contract with Subconsultant to perform some or all of the services as listed in Section 1.2 "Scope of Services" of the RFQ. The parties understand that, since the exact assignments are not now known, the exact dollar amount or detailed scope of work to be assigned to Subconsultant cannot be provided at this time.

Over the period of the contract, Consultant agrees to award up to 30% of the total work to Subconsultant.

PACO Group, Inc.

Signature: _____

Printed Name: Frank Otero

Title: President and CEO

Date: November 17, 2006

CES Consultants, Inc.

Signature: _____

Printed Name: Rudy M. Ortiz, PE

Title: President

Date: November 17, 2006

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

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

October 2005

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a. Certificate of Unavailability DBD 502
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A. DEFINITIONS

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

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

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

   a. Reasonably estimated, uncommitted capacity;

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

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

   d. The ability to otherwise meet bid specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. GENERAL INFORMATION

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

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

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

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

C. CERTIFICATION

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

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

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

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

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

D. APPLIED CONTRACT MEASURES

1. Set-asides

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

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

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

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

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

2. Subcontractor goals

a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall specify the scope of work and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Bidders/proposers shall be allowed up to 48-hours from bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, may deem a bid non-responsive.

b. The Agreement shall incorporate;

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

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

iii. The prompt payment obligation; and

iv. The SBE joint venture Agreement; if applicable

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

d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges

or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

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

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

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

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

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

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

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

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

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

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

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

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

E. PRE-AWARD COMPLIANCE

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

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

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

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

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

F. PROMPT PAYMENT

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

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

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

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

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

G. POST AWARD COMPLIANCE AND MONITORING

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

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

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

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

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

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

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

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

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

   If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as

soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

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

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

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

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and

Administrative Order may result in the imposition of one or more of the following sanctions:

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

b. Work stoppage;

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

d. Loss of SBE certification.

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

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

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

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

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

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

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

d. Failure to timely submit utilization reports;

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

f. Failure to maintain certification;

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

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

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

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

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

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

K. APPENDIX

1. Forms

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

APPENDIX A

Small Business Enterprise (SBE)
Certificate of Unavailability

RFP/BID No. _____

_____

(Name of Prime Contractor) (Firm Name)

_____

(Address) (Telephone No.)

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

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

b. _____ SBE firm was not available to work.

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

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

_____ _____

(Prime Contractor Signature) (Date)

_____

Title

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

DBD 502

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
UTILIZATION REPORT

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

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

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

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

821

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

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

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS

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

_____ Prime Signature

_____ Date

_____ Print Name

_____ Title

_____ Telephone

DBD 503

APPENDIX 7

LOBBYING RULES

LOBBYING RULES

1.1 Purpose and Scope of Lobbying Rules

a) The following rules delineate the responsibilities of lobbyists and County personnel lin implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics ordinance.

1.2 Definition of "Lobbyist"

a) A lobbyist is any person, firm or corporation employed or retained by a principal that seeks to encourage the passage, defeat or modification of

1) any ordinance, resolution, action or decision of the County Commission;

2) any action, decision, or recommendation of the County Manager or any County board or committee; or

3) any action, decision, or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee. "Lobbyist" specifically includes the principal as well as any employee whose normal scope of employment includes lobbying activities.

1.3 Exclusions

a) Attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communication. A quasi-judicial proceeding is a hearing before a County or municipal commission or board where the rights of particular persons or entities are determined and for which prior notice, the opportunity to be heard and the introduction and evaluation of evidence are required (e.g. Value Adjustment Board, Community Zoning Appeals Board, Equal Opportunity Board).

b) Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings. An expert witness is a person duly and regularly engaged in the practice of a profession who holds a professional degree from a university or college and special training or experience, or a person who is possessed of special knowledge or skill about the subject.

c) A representative of a neighborhood association who appears without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item. A neighborhood association is an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.

d) A representative of a not-for-profit community based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance. A community based organization is a not-for-profit association or corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes

e) Employees of a principal whose normal scope of employment does not include lobbying activities.

1.4 Examples of Lobbying Activities

a) Lobbying activities include but are not limited to:

1) Meetings or communication with elected officials or staff regarding a particular solicitation or product (i.e. time frames for the solicitation, specifications, qualifications, etc.).

2) Meetings or communication with elected officials or staff to discuss issues regarding a prior or ongoing solicitation or contract when a resolution of the matter may require approval of the Board of County Commissioners, the County Manager and his or her designee or a County board or committee.

3) Meetings or communication with elected officials or staff regarding any matter where the lobbyist is seeking to influence a decision or recommendation of staff on any matter that will require action or decision by the Board of County Commissioners, the County Manager or any County board or committee.

4) Meetings or communication with elected officials or staff regarding policy matters that may forseeably before the Board of County Commissioners, the County Manager or any County board or committee.

1.5 Examples of Activities Not Constituting Lobbying

a) Activities that do not constitute lobbying include but are not limited to the following:

1) Requests for information about procedures, forms, budgets or other requirements on behalf of another

2) Appearances at meetings or communications with staff or an elected official at the department or elected official are request or a description of materials or services available in response to a departmental request.

3) Advices or services communicated to a department or an elected official which arise out of an existing contractual obligation to the county or municipality.