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

# Memorandum

MIAMI-DADE COUNTY

**Date:** February 1, 2011

**To:** Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

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

Resolution No. R-57-11

**Subject:** Award Recommendation of a Professional Service Agreement for Non-Exclusive Professional Real Estate Appraisal Services at General Aviation Airports in the amount of $1,185,000, RFQ No. MDAD-09-02

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## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the award of a Non-Exclusive Agreement for Professional Real Estate Appraisal Services at General Aviation Airports (Agreement) to Slack, Johnson & Magenheimer, Inc., and authorize the Mayor or the Mayor's 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 entire Miami-Dade Aviation Department (MDAD) aviation system.

## DELEGATED AUTHORITY

In accordance with Miami-Dade County Code Section 2-8.3 related to identifying delegation of Board authority contained within the subject agreement, the Mayor or the Mayor's designee has the authority to exercise the option to extend and terminate the agreement.

## FISCAL IMPACT/FUNDING SOURCE

The maximum compensation under the Agreement shall not exceed $1,185,000 for the term of the Agreement, including the renewal option. This project is funded by the MDAD Real Estate Management Division Operating Budget.

## TRACK RECORD/MONITOR

Slack, Johnson & Magenheimer, Inc., has performed in a satisfactory manner on the existing contract. John O'Neal, Chief Business Development Coordinator/GAA Properties, is responsible for monitoring this contract.

## COMPLIANCE DATA

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

## BACKGROUND

Request for Qualifications No. MDAD-09-02 (RFQ), Non-Exclusive Professional Real Estate Appraisal Services at General Aviation Airports, was advertised on May 21, 2010. The Agreement provides for primary services performed in connection with the annual rental rate reviews at General Aviation Airports and additional services including, but not limited to, appraisal services for sale or purchase of land and/or facilities, personal property of the Department, rental rate revisions, and special reports and analyses.

Responses were received from the following firms: (1) Slack, Johnson & Magenheimer, Inc. (2) Oscar M. Icabalceta and (3) Joseph J. Blake & Assoc., Inc.

The Evaluation/Selection Committee (Committee) met and reviewed proposals submitted by the three respondents and heard presentations from the submitting firms. The Committee recommended negotiations with the highest-ranked firm, Slack, Johnson & Magenheimer, Inc.

The Negotiation Committee successfully completed negotiations with Slack, Johnson & Magenheimer, Inc.

| | |
|---|---|
| PROJECT: | RFQ for Non-Exclusive Professional Real Estate Appraisal Services at General Aviation Airports |
| PROJECT NO. | RFQ No. MDAD-09-02 |
| PROJECT LOCATION: | General Aviation Airports |
| COMPANY NAME: | Slack, Johnson & Magenheimer, Inc. |
| TERM OF AGREEMENT: | Five (5) years |
| OPTION(S) TO RENEW: | One (1) additional three (3) year period |
| AMOUNT OF AGREEMENT: | $1,185,000, for the term of the Agreement including renewal option; also includes an Inspector General Audit Account for $2,955 |
| IPSIG/INSPECTOR GENERAL: | Provisions included |
| COMPANY PRINCIPALS: | Andrew H. Magenheimer |
| GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: | White Male |
| COMPANY LOCATION: | Slack, Johnson & Magenheimer, Inc.<br>7300 N Kendall Drive, Suite 520<br>Miami, FL 33156 |

HOW LONG IN BUSINESS: 51 years

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS: Yes

| | |
|---|---|
| CONTRACT MEASURE: | None |
| CONTRACT MEASURE ACHIEVED: | Not Applicable, Firm is not SBE certified |

SBE SUBCONSULTANTS: No

| | |
|---|---|
| ADVERTISEMENT DATE: | May 21, 2010 |
| LIVING WAGE: | Not Applicable |
| USING DEPARTMENT: | Miami-Dade Aviation Department. |

Assistant County Manager

# MEMORANDUM

**(Revised)**

**TO:** Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

**DATE:** February 1, 2011

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

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

**Please note any items checked.**

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(A)(1)(A)
2-1-11

RESOLUTION NO. R-57-11

RESOLUTION AWARDING AN AGREEMENT FOR NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS, RFQ NO. MDAD-09-02 TO SLACK, JOHNSON & MAGENHEIMER, INC., IN THE AMOUNT OF $1,185,000 AND FOR A TERM OF EIGHT YEARS, INCLUSIVE OF OPTIONS TO RENEW; AUTHORIZING THE MAYOR OR MAYOR'S 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 THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby awards to Slack, Johnson & Magenheimer, Inc. an Agreement for Non-Exclusive Professional Real Estate Appraisal Services At General Aviation Airports Agreement, in the amount of $1,185,000, and for a five year term with three one year options to renew; and authorizes the Mayor or Mayor's designee to execute the Agreement between Miami-Dade County and Slack, Johnson & Magenheimer, Inc. in substantially the form attached hereto and made a part hereof, and to exercise the termination and extension provisions contained therein.

5

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

| | | | |
|---|---|---|---|
| Joe A. Martinez, Chairman | aye | | |
| Audrey M. Edmonson, Vice Chairwoman | aye | | |
| Bruno A. Barreiro | aye | Lynda Bell | aye |
| Jose "Pepe" Diaz | aye | Carlos A. Gimenez | aye |
| Sally A. Heyman | aye | Barbara J. Jordan | aye |
| Jean Monestime | aye | Dennis C. Moss | absent |
| Natacha Seijas | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

# Memorandum

MIAMI-DADE COUNTY

**Date:** February 1, 2011

**To:** George M. Burgess
County Manager

**From:** John O'Neal MDAD, Chairperson
Negotiation Committee

**Subject:** Negotiation Committee Report for
Request for Qualifications for Non-Exclusive Professional Real Estate Appraisal Services at General Aviation Airports
RFQ No. MDAD-09-02

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Attached please find six (6) copies of the proposed Professional Services Agreement for Non-Exclusive Professional Real Estate Appraisal Services at General Aviation Airports for the Miami-Dade Aviation Department ("MDAD"), negotiated by the Negotiation Committee with the following firm: Slack, Johnson & Magenheimer, Inc. ("the Real Estate Appraiser").

## DESCRIPTION OF SERVICES

The County intends to enter into a Professional Service Agreement with a Real Estate Appraiser for the General Aviation Airports. The Agreement provides for Primary Services performed in connection with the annual rental rate reviews of the General Aviation Airports and additional services including but not limited to appraisal services for sale or purchase of land and/or facilities, personal property of the department, rental rate revisions, and special reports and analyses.

## FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The amount of the Agreement is $1,185,000 and the source of funding for the Agreement shall be the MDAD Real Estate Management Division Operating Budget.

The term of the Agreement shall be five (5) years. The Department reserves the right to extend the Agreement for up to one (1) additional three (3) year period at the Department's sole discretion, on the same terms and conditions contained herein. Notwithstanding the preceding, the Department reserves the right to terminate this Agreement as described in the Agreement and shall begin effective the date of execution by all parties.

## SELECTION PROCESS

In accordance with Administrative Order No 3-38, MDAD advertised a Request for Qualifications ("RFQ") No. MDAD-09-02, to solicit qualification statements for a consultant to provide professional services to assist MDAD in Real Estate Appraisal Services at General Aviation Airports. The following three (3) respondents responded to the County public advertisement: (1) Slack, Johnson & Magenheimer, Inc. (2) Oscar M. Icabalceta and (3) Joseph J. Blake & Assoc., Inc.

The contract measure established for the RFQ was a Small Business Enterprise ("SBE") Selection Factor. None of the firms were SBE certified, therefore they were not eligible for the Selection Factor.

After review of the written qualification statements, the Committee then heard oral presentations by the three (3) respondents. The Committee deemed the three (3) respondents responsible and proceeded to evaluate, rate and rank the respondents based on the criteria contained in the RFQ. The firm of Slack, Johnson & Magenheimer, Inc. was the Respondent recommended by the Committee for negotiations. The appointed Negotiation Committee then proceeded to negotiate with Slack, Johnson & Magenheimer, Inc.

A satisfactory Agreement was negotiated with Slack, Johnson & Magenheimer, 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, Chairperson, MDAD (non-voting)
John O'Neal, MDAD
Jose Ramos, MDAD
Francisco Fernandez, MDPW
Jeff Webb, HNTB
Alex Ballina, MDPHA

**NEGOTIATION COMMITTEE**
John O'Neal, MDAD, Chairperson
Jose Ramos, MDAD
Jeff Webb, HNTB

# NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS

This AGREEMENT made as of the _____day of _____in the year 201__between

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

**and the Consultant:** **Slack, Johnson & Magenheimer, Inc.**
7300 N Kendall Drive, Suite 520
Miami, FL 33156
(305-670-2111) Phone
(305-670-1002) Facsimile

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

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# NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS

THIS AGREEMENT ("Agreement"), entered into the _____ day of _____, 201__ by an between the Board of County Commissioners of Miami-Dade County, Florida ("County") and **Slack, Johnson & Magenheimer, Inc.** (the "Consultant"), authorized to do business in the State of Florida (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County, as a matter of policy, has provided in most of its leases of property at the General Aviation Airports ("GAA"), that the rental rates for such property shall be periodically reviewed and, if warranted, adjusted to reflect current fair market value, following approval of revised rental rates by the Board of County Commissioners; and

WHEREAS, the County, in implementing its rental rate review and adjustment policy for the Airport, has established a practice of engaging an independent State of Florida certified General Real Estate Appraiser to assist in establishing fair market value rental rates; and

WHEREAS, the County, as part of its plans to expand the capacity of the Airport expects that it will be acquiring adjacent land and the improvements thereon and will require the assistance of an independent certified General Real Estate Appraiser in said regard; and

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, the County hereby retains the Appraiser, and the Appraiser covenants to perform for the County professional real estate appraisal services as described herein, subject to and in accordance with the terms and provisions hereinafter contained.

## ARTICLE 1 - DEFINITIONS

The term **"Additional Services"** shall mean those services authorized herein, in addition to Primary Services, which the Appraiser is requested to perform by and for the County pursuant to Sub-Article 3.2 by means of a Service Order .

The term **"Airport"** shall mean the County's General Aviation Airports (Opa-Locka Executive, Kendall-Tamiami Executive, Homestead General Aviation Airports, Dade-Collier Training and Transition, Opa-Locka West and other properties designated from time to time.

The term **"Airport Lease Year"** shall mean the one year period, as specified in various County issued Airport leases, for which Board approved rental rates are effective, normally commencing as of October 1st for the General Aviation Airports each year. (Leases have various lease years.)

The term **"Agreement" or "Contract"** shall mean all attachments thereto and a part thereof entered into by the County and the Appraiser, including all of its terms and conditions, attachments, exhibits, and amendments.

The term **"Annual Rental Rate Review"** shall mean the annual review by the Appraiser of the rental rates of designated Airport properties (land, pavement and improvements) to determine the fair market value rates to be recommended by the Department to the Board.

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

The term **"Board"** shall mean the Board of County Commissioners of Miami-Dade County.

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

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

The term **"Days"** shall mean calendar days, unless specifically stated as other.

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

The term **"Equal Employment Opportunity"** shall mean the opportunity provided by the Appraiser pursuant to Executive Order 11246, as amended, and required to be part of all Agreements covered by said Executive Order.

The term **"Joint Venture"** shall mean an association of a firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the firms are each responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

The term "**Primary Services"** shall mean those services which are the Appraiser's responsibility to perform as specifically enumerated in Article 3.1, herein by means of a Service Order.

The term "**Principal"** shall mean the directors, the officers, the partners and supervisory personnel authorized to bind the organization to agreements.

The term **"Real Estate Appraiser" or "Appraiser" or "Consultant"** shall mean the State of Florida Certified General Real Estate Appraiser selected by the County to provide the Scope of Services provided in this Agreement.

The term **"Scope of Services"** means the work to be performed by the Real Estate Appraiser, detailed in Article 3 of this Agreement.

The term **"Service Order(s)"** means a document that defines and describes the parameters of individual projects assigned by the Department to the Real Estate Appraiser in accordance with the terms of the Agreement. A written order initiated by the Department, signed by the Director, or his designee, directing the Appraiser to perform any and all Primary and Additional Services required under this Agreement.

The term **"Subcontractor/Subconsultant"** means any person, firm, entity or organization other than the employees of the Real Estate Appraiser, who contracts with the Real Estate Appraiser to furnish labor, and/or materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Real Estate Appraiser.

The term **"Work", "Services", "Program", "Project" or "Engagement"** mean all matters and things, which will be required to be done by the Real Estate Appraiser in accordance with the Scope of Services and the terms and conditions of this Solicitation.

## ARTICLE 2 -TERM OF AGREEMENT

2.1 **TERM OF AGREEMENT:** The term of this Agreement shall begin upon execution by the parties and shall extend for the period of five (5) years following the execution of this Agreement or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

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

2.2 **EXTENSION OF TERM:** The County reserves the right to extend this Agreement for an additional three (3) year period, on the same terms and conditions contained herein, unless terminated under provisions contained herein. In the event the County elects to extend this Agreement, the County shall notify the Appraiser, in writing, no later than one hundred eighty (180) days prior to the termination date of this Agreement. In the event the County does not give such notice, this Agreement shall terminate accordingly. The Appraiser shall have the right to reject any such extension, in writing to the County, within fifteen (15) days following receipt of notice from the County, and, if so rejected, this Agreement shall terminate as provided herein. Failure of the Appraiser to respond to the County within the fifteen (15) day period shall automatically constitute acceptance of such extension.

2.3 **TERMINATION OF AGREEMENT:** This Agreement may be terminated, without requirement for stated cause, by the County, on thirty (30) days advance written notice from the Department to the Appraiser, or by the Appraiser, on one hundred eighty (180) days advance written notice to the Department; provided, however, that notwithstanding any such advance written notice of termination by either party, the Department, in its discretion, may require the Appraiser to complete work on any Service Order issued by the Department prior to the date of the written termination notice.

## ARTICLE 3 - SCOPE OF SERVICES

3.1 **PRIMARY SERVICES:** The Appraiser shall perform an annual rental rate review and provide recommendations for the determination of fair market value rental rates for land, pavement and designated buildings, including but not limited to offices, hangars, dry cargo warehouses, mechanical shop space and other improvements; review of appraisals for the acquisition of land and improvements by a government entity by eminent domain or negotiations; experience on behalf of a seller of property to a government entity vice versa or in defense of an eminent domain proceeding for the General Aviation Airports for the forthcoming airport lease year. The Appraiser shall perform such services as shall be necessary and review the rental rates established for most Airport properties; including land, pavement and improvements, adjusted annually, each October 1st. The Department's rates and charges, and as part of the budget or at such other date as maybe determined by the Board. Such appraisal services shall include, but not be limited to, the following activities:

(A) Meet with staff of the Department to review all land, buildings, improvements, and properties to be designated for Annual Rental Rate Review and discuss any lease or other conditions, which the Department believes may be important for the Appraiser to consider in making its reviews and recommendations.

(B) Inspect all designated Airport properties to determine their condition and any special circumstances as to individual properties, which may impact the Appraiser's recommendation as to the fair market value rental rate for such property. Visit the interior of each building at least once annually.

(C) Take one or more photographs of each property being reviewed for identification purposes and for depicting any special conditions, which the Appraiser is taking into consideration in making a recommendation as to fair market value rental rates.

(D) To the extent that such comparables may exist or impact the recommendations of the Appraiser hereunder, review recent sales of and the rental rates for comparable properties in the general vicinity of the Airport. Obtain, when available, comparable data for like facilities from other airports similar to the Airport.

(E) Prepare a draft report summarizing the Appraiser's recommended fair market value rental rates for all designated Airport land, paving, buildings and properties and meet with Department staff to review and/or approve such draft report. The initial draft report of each year's Annual Rental Rate Review shall be delivered to the Department no later than June 21st (for GAA) of the year the revised rental rates are to become effective, provided that the Department submits to the Real Estate Appraiser a fully executed Service Order for Primary Services by January 31st of each year. MDAD shall attempt to issue a notice to proceed on this task no later than January 30th, in order to provide Appraiser sufficient time for completion.

(F) Attend other meetings as may be required by the Department, including tenant meetings, meeting with the appropriate committee for the Board of County Commissioners and a regular meeting of the Board. Attendance at additional meetings, including those which may be required in connection with litigation or other challenges to the Appraiser's recommendations shall be considered Additional Services hereunder.

The policy of the County has been to have recommendations for said adjustments prepared by an independent Certified General Real Estate Appraiser. The Appraiser's recommendations are subject to review by the staff of the County's Aviation Department and approval by the Board of County Commissioners. Appearances before the Board of County Commissioners or its committees or in court may be required. From time to time the Appraiser also needs to meet with the Aviation

Department's tenants or tenant bodies to discuss the recommendations that have been made.

Recommendations for annual rate reviews have to be delivered to staff by the date stated on the Service Order. For Primary Services this means no later than 105 calendar days prior to the Board of County Commissioners meeting. For Additional Services work product is due as indicated by the Service Order.

## 3.2 ADDITIONAL SERVICES

A. Provide appraisals, in accordance with the current Miami-Dade County minimum appraisal requirements, of such real property as the Department shall, from time to time, determine is to be or may be disposed of or acquired for expansion and development of the Airport. In this regard, the Appraiser may be required to serve only as a review appraiser or as one of several appraisers in determining the purchase price of the property to be acquired. The Appraiser may also be required to serve as an expert witness in eminent domain proceedings. Services under this section may require compliance with the provisions of 49 CFR Part 24, the "Uniform Relocation Assistance and Real Estate Acquisition Regulations for Federal and Federally Assisted Programs" of the U.S. Department of Transportation.

B. Provide, directly or through subconsultants recommended by the Appraiser and approved by the Department, appraisals of such personal property of the Department or others as the Department shall, from time to time, determine is to be or may be acquired for use on the Airport, and such other services as are directly related to such personal property appraisals.

C. Perform an in-depth detailed appraisal of County-owned buildings, infrastructures (e.g. taxiways, lighting, runways, etc.), and contents at the airports on an as needed basis as determined by the Department. The Appraisal report to the Department shall include structure type, build date, square footage, and replacement value. Photos of property may also be requested on an as needed basis.

D. Prepare special reports and analyses required by the Department and, attend meetings related to any of the services provided hereunder and perform related duties.

E. Provide rental rate reviews and recommendations for such properties as the Department shall, from time to time, designate, which may be required because of new construction, the termination of long term lease which did not provide for annual rental reviews and adjustment or other circumstances warranting such special review.

F. Perform other closely related work as required by the Department.

G. Perform annual evaluations on rock mining for the GAA airports.

The Department shall not be obligated to issue Service Orders for any or all of the Additional Services listed herein and may, at its option, use others to perform such Additional Services, without liability to the Appraiser.

3.3 **SERVICE ORDERS:** The Appraiser shall not undertake any work or provide any services pursuant to the terms of this Agreement, unless and until, the Appraiser has received a Service Order, signed by the Director, specifying the services to be provided, the time of performance and the fee to be paid the Appraiser therefore. The Service Order shall specify whether the fee is to be a lump sum amount or a not to exceed amount, based on the Appraiser's fee rates specified in Article 4.1 hereof. The Department may amend such Service Orders only in writing.

Written Service Orders issued by the Director or his designee shall cover in detail the scope, time for completion and compensation of the services requested in connection with each Project. The Real Estate Appraiser shall be considered in default when services defined in the scope of work are not completed within the time frame specified by the Service Order unless the County grants an extension prior to the Service Order completion date pursuant to **Sub-Article 4.8.**

## ARTICLE 4 - COMPENSATION

4.1 **FEE RATES:** For the satisfactory performance of Primary and Additional Services as set forth herein, the County shall pay the Appraiser the fees specified in the Service Orders issued, from time to time, hereunder, based on the following rates:

Appraiser's Hourly Fee Rates

| | |
|---|---|
| Principal Appraiser | $175 |
| Staff Appraiser | $125 |
| Researcher | $75 |

**Principal(s) Appraiser to be paid this rate is/are those listed by name in Appendix 1, attached hereto and made a part of this Agreement.**

4.2 **ADJUSTMENT OF FEE RATES:** Commencing with the first anniversary of the signing date of this Agreement, and on each subsequent anniversary date thereafter, the fee rates shown above may be adjusted by the Department, upon the written request of the Appraiser, by a percentage amount not to exceed the change in the Consumer Price Index- All Urban Consumers, applicable to the Miami Regional Area (or such local reference as defined by the CPI) for the prior 12 month period.

4.3 **COMPENSATION FOR PRIMARY SERVICES AND REIMBURSABLE EXPENSES:** Compensation to the Appraiser for the provision of Primary Services for the first Annual Rental Rate Review for the first year shall not exceed $47,000 for the General Aviation Airports. The maximum not-to-exceed compensation for the provision of Primary

Services for the second Annual Rental Rate Review for the second year shall be established by Service Order and shall be less than that specified for the first year. In the third and subsequent years, the maximum compensation established for the second review shall be subject to the provisions of Article 4.2 above. All unused funds from the initial term may be carried over to the extension respectively, at the discretion of the Department.

Appraiser may be reimbursed for travel expenses, to the extent specifically authorized in any task order; however, any such reimbursement may not exceed the then approved rates for travel by County employees. Any Reimbursable Expenses shall be approved by the County in advance and authorized by a Service Order.

4.4 **COMPENSATION TO THE APPRAISER FOR ADDITIONAL SERVICES:** Compensation to the Appraiser for Additional Services that may be authorized pursuant to Service Orders issued in any year shall not exceed $99,631 for the General Aviation Airports. All unused funds from the initial term may be carried over to the extension respectively, at the discretion of the Department.

4.5 **INVOICES FOR ALL SERVICES AND EXPENSES:** Invoices for all services and expenses shall be invoiced monthly. Documentation of personnel time as required by the County, shall be attached to each invoice.

4.6 **SUBCONTRACTS ISSUED BY THE APPRAISER:** In connection with subcontracts issued by the Appraiser hereunder, the Appraiser shall be reimbursed for the actual cost of the work charged by the Subconsultant, plus 5% for administration.

4.7 **TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT:** Except as otherwise provided for herein, the Total Authorized Amount for this Agreement, including Primary Services, Additional Services, reimbursable expenses and the Independent Private Sector Inspector General (IPSIG) Audit Account, is $1,185,000.

4.8 **LIQUIDATED DAMAGES: DEFAULT, NOTICE OF DEFAULT-OPPORTUNITY TO CURE/TERMINATION:** In the event the Real Estate Appraiser fails to comply with the provisions of the contract, the County may declare the Real Estate Appraiser in default. If an Event of Default for late or non performance occurs, in the determination of the County, the County shall automatically impose a late or non performance charges of three hundred dollars ($300) per day in addition to any other remedies permissible by law and/or pursuant to the provisions of this Agreement, until said default is cured unless an extension had previously been granted and/or said delay is the result of acts or omissions by the County. For all other events of default in the determination of the County may so notify the Real Estate Appraiser ("Default Notice"), specifying the basis for such default, and advising the Real Estate Appraiser that such default must be cured within five (5) calendar days or this contract with the County may be terminated. Notwithstanding, the Real Estate Appraiser may rectify the default to the County's reasonable satisfaction within a thirty (30) calendar day period. The default notice shall specify the date the Real Estate Appraiser shall discontinue the Services upon the Termination Date.

## ARTICLE 5 - GENERAL PROVISIONS

5.1 **INDEMNIFICATION AND HOLD HARMLESS:** The Real Estate Appraiser shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Real Estate Appraiser or its employees, agents, servants, partners, principals or subcontractors. The Real Estate Appraiser shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the same name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Real Estate Appraiser expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Real Estate Appraiser shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

5.2 **ASSIGNMENT:** The Appraiser 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 Appraiser 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.

5.3 **SOLICITATION:** Except as provided by Section 2-11.1(s) of the Miami-Dade County Code, the Appraiser warrant(s): 1) that it has not employed or retained any company or person other than a bona fide employee working solely for the Appraiser to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. For breach of violation of this warranty, the County has the right to annul this Agreement without liability to the Appraiser for any reason whatsoever.

5.4 **ACCOUNTING RECORDS AND AUDIT PROVISIONS OF THE APPRAISER:** The County reserves the right to audit the accounts and records of the Appraiser 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 Appraiser's books and records that pertains to the Appraiser'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 Appraiser shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine

the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. The Appraiser 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 Appraiser'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 Appraiser.

5.5 **OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:** All notes, correspondence, documents, designs, drawings, renderings, photographs, videos, calculations, specifications, reports, surveys, investigations, and any other documents for Services performed or produced in the performance of this Agreement shall become the property of the County without restrictions or limitations upon their use and shall be made available by the Real Estate Appraiser at any time upon request by the County. Reuse by the County for any purpose other than that for which it was prepared shall be at the County's sole risk. Upon completion of the work for any Service Order, all of the above data shall be delivered to the County. All documents produced under this Agreement are works for hire, and the County retains all copyrights thereto.

5.6 **COMPLIANCE WITH APPLICABLE LAW:** The Appraiser shall comply with the provisions of any and all Federal, State and County Statutes, Ordinances, Rules and Regulations, which may pertain to the work required under this Agreement.

5.7 **CONFLICT OF INTEREST:** The Appraiser 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 Appraiser shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state or country or any Appraiser or airline at the Airport, which would constitute a conflict of interests of the County hereunder or with the services provided by the Appraiser 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 Appraiser 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 Appraiser also represents that, to the best of its actual knowledge:

(a) There are no undisclosed persons or entities interested with the Appraiser in this Agreement. This Agreement is entered into by the Appraiser 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 Appraiser 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 Appraiser directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

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

(b) Neither the Appraiser nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Appraiser shall have an interest which is in conflict with the Appraiser's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Appraiser 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 Appraiser 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 Appraiser shall promptly bring such information to the attention of the Project Manager. Appraiser shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Appraiser receives from the Project Manager in regard to remedying the situation.

5.8 **AIRFIELD OPERATIONS AREA (AOA) SECURITY:** The Real Estate Appraiser acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Department of Homeland Security and MDAD as set forth from time to time relating to Real Estate Appraiser's use of the General Aviation Airports (GAA). The Real Estate Appraiser fully understands and acknowledges that any security measures deemed necessary by the Real Estate Appraiser for the protection of jobsite, or equipment and property and access to the AOA through the jobsite shall be the sole responsibility of the Real Estate Appraiser and shall involve no additional cost to the

County. All such security measures by the Real Estate Appraiser shall be in accordance with 49 CFR 1542, and the Airport Security Plan.

In order to maintain high levels of security at General Aviation Airports (GAA), MDAD authorized identification badges will be issued to all Real Estate Appraiser employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint based criminal background investigation.

The Real Estate Appraiser shall be responsible for requesting MDAD to issue identification badges to all employees who the Real Estate Appraiser requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Real Estate Appraiser or upon final acceptance of the work or termination of this Agreement. The Real Estate Appraiser will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and ID issuance.

All employees of the Real Estate Appraiser and its Sub-consultants who must work within MDAD secured areas at General Aviation Airports shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Real Estate Appraiser. The Security and Safety Division of MDAD shall provide the identification badges to the Real Estate Appraiser.

Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

Ramp Permits will be issued to the Real Estate Appraiser authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Sub-Consultants) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in the Article "General Provisions." Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

Before the Real Estate Appraiser shall permit any employee with pictured I.D. to operate a motor vehicle on the AOA without MDAD escort, the Real Estate Appraiser shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

The Real Estate Appraiser agrees that its personnel, vehicles, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent or employee of the Real Estate Appraiser or Sub-Consultant from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD or the TSA, SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Real Estate Appraiser acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the Airport and to maximize compliance with MDAD or TSA access control policies and procedures.

The Real Estate Appraiser understands and agrees that vehicles shall not be parked on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

The Real Estate Appraiser understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Real Estate Appraiser in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Real Estate Appraiser.

Notwithstanding the specific provisions of this Article, the County shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirement of MDAD or of any federal regulations.

The Real Estate Appraiser shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

The Real Estate Appraiser agrees that it will include in all agreements with its GAA Sub-Consultants an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Real Estate Appraiser agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the FAA upon Real Estate Appraiser's Sub-Consultants and their individual employees for a violation of applicable security provisions, Real Estate Appraiser shall be responsible to the County for all such violations and shall indemnify and hold the County harmless for all costs, fines and penalties arising from such costs to include reasonable attorneys' fees.

5.9 **NON-EXCLUSIVITY:** Notwithstanding any provision of this Non-Exclusive Agreement, the County is not precluded from retaining or utilizing any Real Estate Appraisal Services to perform any incidental Primary Services, Additional Services or other Professional Services within the Agreement limits defined in the Agreement. The Real Estate Appraiser shall have no claim against the County as a result of the County electing to retain or utilize such Real Estate Appraisal Services to perform any such incidental Services.

5.10 **RIGHT OF DECISIONS:** All Services shall be performed by the Real Estate Appraiser to the satisfaction of the Director or her designee, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, the Work Order(s) and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions, and disputes shall be final, conclusive, and binding upon the Real Estate Appraiser, hereto unless such determination is clearly arbitrary or unreasonable. In the event the Real Estate Appraiser does not concur with the decisions of the Director, the Real Estate Appraiser shall present any such objections in writing to the County Manager. The Director and the Real Estate Appraiser shall abide by the decisions of the County Manager, provided that the Real Estate Appraiser may appeal the decision of the County Manager to a court of competent jurisdiction in Miami-Dade County, Florida.

5.11 **SUBLETTING:** The Real Estate Appraiser shall not assign or transfer any work under this Agreement without the written consent of the Director. The Real Estate Appraiser shall not encumber this Agreement in any way.

5.12 **WARRANTY:** The Real Estate Appraiser warrants that no company or person, other than a bona fide employee working solely for the Real Estate Appraiser, has been retained or employed to solicit or secure this Agreement and that no company or person, other than a bona fide employee working solely for the Real Estate Appraiser, has been paid or guaranteed payment of any fee, commission, percentage fee, gifts or any other considerations contingent upon resulting from the award and or making of the Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability.

5.13 **DEFAULT:** In the event the Real Estate Appraiser misrepresented any material term in its Proposal or fails to comply with the provisions of this Agreement, or any Work Order hereunder, the County may declare the Real Estate Appraiser in default by providing five (5) days prior written notification of the intent to default. If Real Estate Appraiser fails to

cure default within that period, this Agreement or any Work Order hereunder shall be terminated. In such event, the Real Estate Appraiser shall only be compensated for any completed services.

5.14 **RIGHTS TO BE EXERCISED BY DEPARTMENT:** Wherever in this Agreement rights are reserved to the County, the Department may exercise such rights. The Department shall have the right to add, amend or delete any security related portions of the Agreement, in order to meet reasonable security requirements of MDAD or TSA.

5.15 **AUTHORIZED USES ONLY:** Notwithstanding anything to the contrary herein, the Appraiser 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 Appraiser under this Agreement.

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

5.17 **ENTIRETY OF AGREEMENT:** This Agreement represents the entire and integrated Agreement between the County and the Appraiser and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral. This Agreement shall not be amended except by written instrument signed by both the County and Appraiser.

5.18 **INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order 3-20 and Resolution No. R-516-96 and in connection with any award issued as a result of this Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Real Estate Appraiser shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The terms of this provision herein, apply to the Real Estate Appraiser, its officers, agents, employees, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit, or investigate the operations, activities, and performance of the Real Estate Appraiser in connection with this Agreement or any Agreement issued as a result of this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Real Estate Appraiser or third party. IPSIG shall apply to all Agreements that exceed $1,000,000.

5.19 **AUDIT ACCOUNT TO PAY FOR INSPECTOR GENERAL SERVICES:** Pursuant to County Administrative Order No. 3-20, an audit account is hereby established to pay for services in the amount of Two Thousand Nine Hundred Fifty Five Dollars and No Cents ($2,955). The Administrative cost shall also be included in all modifications to this Agreement and all renewals and extensions. Accordingly, this administrative cost will be retained by the County for this purpose from all modifications, agreement renewals, and extensions.

The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts will remain the property of the County.

5.20 **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 which may, on a random basis, perform audits on all County Agreements, throughout the duration of said Agreements, except as otherwise provided below. The cost of the audit of any Agreement issued as a result of this Agreement shall be one quarter (1/4) of one (1) percent of the total Agreement amount which cost shall be included in the total contract amount. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following: IPSIG Agreements; federal, state and local government-funded grants; interlocal agreements; Professional Services Agreements with a value of $1,000 or less; small purchase orders as defined in Administrative Order 3-38; auditing, legal and financial advisory services agreements; facility rental and lease agreements; management and concessionaire and other rental agreements; insurance agreements; revenue-generating agreements; and agreements whereby an IPSIG is appointed at agreement execution. Notwithstanding the foregoing, the Board of County Commissioners may authorize the inclusion of the fee assessment in any exempted agreement at the time of award.

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

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

The County shall be responsible for the payment of these IPSIG and Inspector General services and for the payment of costs of Consultant related to actions by the IPSIG and/or the Office of the Inspector General for clerical staff time for obtaining and copying the documentation, and any documents, provided however, the Consultant shall pay for all

audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Consultant's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) days 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.

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

5.23 **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.

5.24 **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.

5.25 **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 Appraiser or its operations.

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

5.27 **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**.

5.28 **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.

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

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

Neither the Appraiser 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.

5.31 **NOTICES:** Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by facsimile transmission (providing evidence of receipt), nationally recognized overnight courier service, or Registered or Certified Mail, Return Receipt Requested, to:

To the County:

**Director**
**Miami-Dade Aviation Department**
**Post Office Box 025504**
**Miami, Florida 33102-5504**

To the Real Estate Appraiser:

**Andrew H. Magenheimer, President**
**Slack, Johnson & Magenheimer, Inc.**
**7300 N Kendall Drive, Suite 520**
**Miami, FL 33156**
**(305-670-2111) Phone**
**(305-670-1002) Facsimile**

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and (iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

5.32 **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.

5.33 **RIGHTS RESERVED TO COUNTY:** All rights not specifically granted to the Consultant by this Agreement are reserved to the County.

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

5.35 **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.

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

5.37 **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 5.14, Sub-Article 5.28, and Sub-Article 5.29, 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.

5.38 **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.

5.39 **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.

5.40 **REQUEST FOR QUALIFICATIONS INCORPORATED AND ORDER OF PREFERENCE:** The Consultant acknowledges that it has submitted to the County a Qualifications Statement that was the basis for the award of this Agreement and upon which the County has relied. MDAD RFQ No. MDAD-09-02, addenda, and concomitant documents are incorporated by reference into this Agreement. IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFQ DOCUMENTS AND THIS AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THE AGREEMENT; (2) EXHIBITS TO THE AGREEMENT; (3) ANY RFQ ADDENDA; AND (4) THE RFQ AND CONCOMITANT DOCUMENTS.

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

5.41 **CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL:** The Consultant has identified in its proposal 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 proposal 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.

5.42 **REPRESENTATIONS INCORPORATED:** Any representations made by the Real Estate Appraiser to the Board of County Commissioners, prior to award of this Agreement, but relating to this Agreement, are enforceable by the County as if incorporated herein.

## ARTICLE 6 - NONDISCRIMINATION

6.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Real Estate Appraiser shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin or ancestry, and, in accordance with the Americans with Disabilities Act, shall not 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 Real Estate Appraiser shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry or disability. Such actions include, but not limited to, the following: employment; upgrading; transfer or demotion; recruitment; recruitment advertising; layoff or termination; rates of pay; or other forms of compensation selection for training including apprenticeship.

The Real Estate Appraiser 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 Real Estate Appraiser shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4, of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Ordinance 75-46, Articles 3 and 4.

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

6.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Real Estate Appraiser has breached any enforceable nondiscrimination covenants contained in Article 6, 6.1 Equal Employment Opportunity, and 6.2 Nondiscriminatory Access to Premises, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Real Estate Appraiser 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 Default Provisions contained in this Agreement hereof.

6.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Real Estate Appraiser agrees as follows: The Real Estate Appraiser shall, in all solicitations or advertisements for employees placed by or on behalf of the Real Estate Appraiser, state that all qualified applicants will receive consideration for employment without regard to

age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Real Estate Appraiser 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 Real Estate Appraiser's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Real Estate Appraiser's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Default Provisions contained in this Agreement hereof and the Real Estate Appraiser may be declared ineligible for further Agreements 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 Real Estate Appraiser will include sections 1 and 2 of this Article in Real Estate Appraiser sub-contract in excess of $10,000, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

6.5 **AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30):** In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of $5 million seeking to Contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempted from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

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

## ARTICLE 7 - CONTRACT MEASURES

If the Successful Respondent is eligible for a Selection Factor as provided by Sub-Section 1.3 of the Request for Qualifications the SBE/Micro Business Enterprise must be certified by contract award and for the duration of the contract.

## ARTICLE 8 - INSURANCE

**INSURANCE:** The Appraiser shall furnish to Miami-Dade County, c/o MDAD Risk Management Office, P.O. Box 025504, Miami, Florida 33102-5504, prior to the commencement of any work under this Agreement, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below. The Appraiser shall maintain the following insurance during the term of this Agreement:

(A) 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 will a vehicle be permitted on the Airfield Operations Area (A.O.A.) without increasing automobile coverage to $5,000,000. Only vehicles owned by a company will be authorized. Vehicles owned by individuals will not be authorized.**

(B) Workers' compensation insurance in compliance with Chapter 440, Florida Statutes.

(C) 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.

(D) Errors and Omissions Liability Insurance in an amount not less than $250,000 with the deductible per claim, if any, 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 operations of the Appraiser.

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 less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by

A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the MDAD Risk Management Office.

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

## ARTICLE 9 - RULES, REGULATIONS AND PERMITS

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

9.02 **VIOLATIONS OF RULES AND REGULATIONS:** The Real Estate Appraiser 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 Real Estate Appraiser, 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 Real Estate Appraiser further represents and agrees that the substance of this Sub-Article 9.01 and Sub-Article 9.02 shall be included in every contract and other agreements, which the Real Estate Appraiser may enter into related to its operations and activities under this Agreement and that any such contract and other agreements shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

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

9.04 **COMPLIANCE WITH ADDITIONAL RULES AND REGULATIONS:** The Real Estate Appraiser 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 Real Estate Appraiser's work at the Airport.

## ARTICLE 10 - CIVIL ACTIONS

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

10.02 **REGISTERED OFFICER/AGENT; JURISDICTION:** The Real Estate Appraiser, 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 Real Estate Appraiser is a natural person, both the Real Estate Appraiser and his or her personal representative(s) hereby submit themselves to the jurisdiction of the courts of the State of Florida for any cause of action based in whole or in part on the alleged breach of this Agreement.

## ARTICLE 11 - DEFAULT AND TERMINATION

11.01 **EVENTS OF DEFAULT:** A default shall mean a breach of this Agreement by the Real Estate Appraiser (an "Event of Default"). In addition to those defaults defined in Sub-Article 11.02 "Other Defaults", an Event of Default, may also include one (1) or more of the following occurrences:

(A) the Real Estate Appraiser has violated the terms and conditions of this Real Estate Appraiser Services Agreement;

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

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

(D) the Real Estate Appraiser has failed to obtain the approval of the County where required by this Agreement;

(E) the Real Estate Appraiser has failed in a representation or warranty stated herein; or

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

11.02 **OTHER DEFAULTS:** The County shall have the right, upon thirty (30) calendar days written notice to the Real Estate Appraiser 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 Real Estate Appraiser to comply with covenants of this Agreement.

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

11.03 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE:** If an Event of Default occurs, the Department shall notify the Real Estate Appraiser (the "Default Notice"), specifying the basis for such default, and advising the Real Estate Appraiser that such default must be cured immediately or this Agreement with the County may be terminated. The Real Estate Appraiser can cure and rectify the default, to the Department's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Real Estate Appraiser 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 Real Estate Appraiser shall discontinue the services (the "Termination Date").

11.04 **TERMINATION FOR CONVENIENCE:** In addition to any other termination rights provided for in this Agreement, this Agreement may be terminated for convenience and without penalty by: (i) the mutual and written consent of both parties; (ii) upon not less than thirty (30) days written notice from the County to the Real Estate Appraiser; or (iii) upon not less than one hundred eighty (180) days written notice from the Real Estate Appraiser to the Department, provided however, in the event of the termination of this Agreement pursuant to this clause (iii) above, the Department, in its sole discretion, may require the Real Estate Appraiser 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 Real Estate Appraiser 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 Real Estate Appraiser 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 Real Estate Appraiser to complete. All payments pursuant to this Agreement shall be accepted by the Real Estate Appraiser 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.

11.05 **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 Real Estate Appraiser is convicted of a felony during the term of the Agreement.

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

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Real Estate Appraiser 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.

11.06 **ACTIONS AT TERMINATION:** The Real Estate Appraiser shall, upon receipt of such notice, and as directed by the Department:

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

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

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

## ARTICLE 12 - TRUST AGREEMENT

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Reinstated Trust Agreement dated as of December 15, 2002, and approved by the Board of County Commissioners in Resolution No. R-1261-02 on November 19, 2002, securing Miami-Dade Aviation Facilities Revenue Bonds, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement may be examined by the Consultant at the offices of the Department during normal working hours.

## ARTICLE 13 - SUBCONSULTANT RELATIONS

If the Consultant, with the written approval of the Department, causes any part of this Agreement to be performed by a Subconsultant, the provisions of this Agreement will apply to such

Subconsultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subconsultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Subconsultant will be subject to the provisions hereof as if performed directly by the Consultant.

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

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

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

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Consultant's obligations under this Agreement. All Subconsultants are required to protect the confidentiality of the County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and Subconsultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subconsultant of its obligations under the subcontract, in the event the County finds Consultant in breach of its obligations, the option to pay the Subconsultant directly for the performance by such Subconsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subconsultant hereunder as more fully described herein.

**{Remainder of page intentionally left blank}**

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

**APPRAISER**

Slack, Johnston & Magenheimer, Inc.

(Legal Name of Corporation)

Name: _____ (Signature)

Andrew H. Magenheimer, President

(Type Name and Title)

**ATTEST:**

Secretary: _____ (Signature and Seal)

Andrew H. Magenheimer

Name: _____

Secretary

(Type Name and Title)

**BOARD OF COUNTY COMMISSIONERS**
**MIAMI-DADE COUNTY, FLORIDA**

By: _____
Mayor

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.:_____

Date: _____



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# ATTACHMENTS

# APPENDIX 1

## Hourly Fee Rates

**NOTE:** **FEE RATES** - For the satisfactory performance of Primary and Additional Services, the County shall pay the Appraiser the fees specified in the Service Orders issued, from time to time, hereunder, based on the following rates:

## Appraiser's Hourly Fee Rates

| | |
|---|---|
| Principal Appraiser | $175 |
| Staff Appraiser | $125 |
| Researcher | $75 |

# APPENDIX 2

## E-1 Single Form Execution Affidavits

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

This sworn statement is submitted for:

PROJECT TITLE Non-Exclusive Professional Real Estate Appraisal Services at Miami International Airport

PROJECT NUMBER RFQ-MDAD-09-01

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Lee H. Waronker (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

Waronker & Rosen, Inc.
(Name of Entity)

5730 SW 74 ST, Suite 200, South Miami, FL 33143
(Address of Entity)

5 / 9 - 2 / 7 / 5 / 0 / 3 / 6 / 8
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 Management Services.]**

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## 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.

---

## MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMT. OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|---|---|---|---|
| (1) | | | |
| 2006-2010 | $ 275,000 +/- | $ 150,000 +/- | -45 % |

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

Litigation Arising out of Contract: None

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMT. OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|---|---|---|---|
| (2) | | | |
| _____ | $_____ | $_____ | _____% |

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 23 Years (1987)

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Yes, Waronker & Associates, Inc.

_____

AFF-6



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

Lee H. Wal
(Signature of Authorized Representative)

Title President

Date 06/25/2010

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 25th day of June, 2010,

by Lee H. Wal,
(Authorized Representative)

of Waronker & Rosen, 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.

Linda F. Clark
(Signature of Notary)
Linda F. Clark
(Print Name)

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA
LINDA F. CLARK
MY COMMISSION # DD 857091
EXPIRES: May 31, 2013
Bonded Thru Budget Notary Services

Notary Commission Number: DD 857091

My Commission Expires: 5-31-13

AFF-7

# APPENDIX 3

## E-2 Condition of Award Requirements Affidavits

# APPENDIX E-2

# MIAMI-DADE COUNTY
# MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS AND CONDITION OF AWARD REQUIREMENTS

## APPENDIX E-2

## MIAMI-DADE COUNTY
## MIAMI-DADE AVIATION DEPARTMENT
## SINGLE EXECUTION VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS AND CONDITION OF AWARD REQUIREMENTS

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

- Affirmation of Vendor Affidavits
- Collusion Affidavit
- 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 VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS

## Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below

Contract No. _____ Federal Employer Identification No. (FEIN): **59-0881523**

Contract Title: **GAA Real Estate Appraisal Services**

**Affidavits and Legislation/Governing Body**

| | | | |
|---|---|---|---|
| 1. | ***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code* | 6. | ***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code* |
| 2. | ***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2-8.1(b)(2) of the County Code* | 7. | ***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code* |
| 3. | ***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code* | 8. | ***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code* |
| 4. | ***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.6 Resolution R182-00 amending R-385-95* | 9. | ***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)** |
| 5. | ***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code* | 10. | ***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code* |

**COLLUSION AFFIDAVIT**

**(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)**

I, being duly first sworn, hereby state that the bidder of this contract:

[X] is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Respondent to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the Respondent has not in any manner sought by collusion to secure to the Respondent an advantage over any other Respondent

OR



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SLACK JOHNSTON MAGENHEIMER

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

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

**Andrew H. Magenheimer, MAI**
Printed Name of Affiant

**President**
Printed Title of Affiant

Signature of Affiant

**Slack, Johnston & Magenheimer, Inc.**
Name of Firm

**6/18/2010**
Date

**7300 N. Kendall Drive, Suite 520, Miami, FL 33156**
Address of Firm (include State, Zip Code)

**Notary Public Information**

Notary Public – State of **Florida** County of **Miami-Dade**

Subscribed and sworn to (or affirmed) before me this **18th** day of, **June** 20**10**

by _____ He or she is personally known to me [X] or has produced I.D. [ ]

Type of identification produced _____

Signature of Notary Public

DD0954284
Serial Number

Marta Flores
Print or Stamp of Notary Public

1/21/2014
Expiration Date

Notary Public Seal

MARTA FLORES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0954284
Expires 1/21/2014



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SLACK JOHNSTON MAGENHEIMER

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

Firm Name of Prime Entity/Respondent: Slack, Johnston & Magenheimer, Inc. Project No.

Project Name: GAA Real Estate Appraisal Services - Primary 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 | |
|---|---|---|---|---|---|
| Not applicable | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| 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 | Andrew H. Magenheimer, MAI | President | 6/18/2010 |
|---|---|---|---|
| | Print Name | Print Title | Date |

(Duplicate if additional space is needed)



SLACK JOHNSTON MAGENHEIMER

# State of Florida

## Department of State

I certify from the records of this office that SLACK, JOHNSTON & MAGENHEIMER, INC. is a corporation organized under the laws of the State of Florida, filed on December 29, 1959.

The document number of this corporation is 231522.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on January 4, 2010, and its status is active.

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

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of January, 2010*

**Secretary of State**

Authentication ID: **000164193430-010510-231522**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
**https://efile.sunbiz.org/certauthver.html**

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SLACK
JOHNSTON
MAGENHEIMER

Insert AHM's MAI Certificate, Education Log, Licenses

AC# 3988835

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L08090904728

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 09/09/2008 | 088060003 | RZ1073 |

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2010

MAGENHEIMER, ANDREW HANE
7300 N KENDALL DRIVE #520
MIAMI FL 33156

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

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*This Certifies That*

# Andrew Hane Magenheimer

*has been admitted to membership as an*

## MAI Member

*in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.*

*In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this 27th day of October, 1993.*

Bernard Fountain MAI, SRA
President

THIS CERTIFICATE IS THE PROPERTY OF THE APPRAISAL INSTITUTE AND MUST BE RETURNED TO THE SECRETARY UPON TERMINATION OF MEMBERSHIP

APPRAISAL INSTITUTE

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SLACK
JOHNSTON
MAGENHEIMER

AC# 3992358

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L08091003453

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 09/10/2008 | 088060070 | RZ1861 |

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2010

FLORES, MARTA
7300 N KENDALL DRIVE
SUITE 520
MIAMI FL 33156

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

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SLACK
JOHNSTON
MAGENHEIMER

AC# 3992363

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L08091003458

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 09/10/2008 | 088059994 | RZ1386 |

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2010

MAGENHEIMER, KIMBERLY ANN
7300 N KENDALL DR #520
MIAMI FL 33156

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

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SLACK
JOHNSTON
MAGENHEIMER

AC# 4036273

# STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L08092404603

| DATE | BATCH NUMBER | LICENSE NBR |
|---|---|---|
| 09/24/2008 | 088060017 | RZ3124 |

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2010

OLEN, ZACHARY JOHN
7300 N KENDALL DRIVE
SUITE 520
MIAMI FL 33156

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

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SLACK JOHNSTON MAGENHEIMER

# Memorandum

MIAMI-DADE COUNTY

**Date:** September 21, 2010

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

**From:** George M. Burgess
County Manager

**Subject:** Negotiation Committee – Miami Dade Aviation Department
RFQ for Non-Exclusive Professional Real Estate Appraisal Services
At General Aviation Airports
RFQ No. MDAD-09-02

---

With reference to your report of September 3, 2010 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to proceed to negotiate an Agreement on the above referenced project with the first ranked firm listed below.

1. Slack, Johnson & Magenheimer, Inc.
2. Joseph J. Blake & Assoc., Inc.
3. Oscar M. Icabalceta

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the Agreement with the top ranked firm listed above:

John O'Neal, MDAD, Chairperson
Jose Ramos, MDAD
Jeff Webb, HNTB

The Negotiation Committee is to proceed with the agreement negotiations and submit the signed agreement to this Office ready to be presented to the Board of County Commissioners. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager including the below listed information:

1. A general description of the project
2. The fees and source of funding for the services
3. The term of the Agreement
4. A brief description of the selection process

If a satisfactory agreement cannot be reached with the firm, a report is to be prepared fully explaining all problems resulting from the negotiations. The final agreement and report should be sent to this Office.

Attachments

c: Clerk of the Board of County Commissioners

**EVALUATION / SELECTION COMMITTEE**
Maryse Georges, Chairperson, MDAD (Non-voting)
John O'Neal, MDAD
Jose Ramos, MDAD
Francisco Fernandez, MDPW
Jeff Webb, HNTB
Alex Ballina, MDPHA

**MIAMI-DADE AVIATION DEPARTMENT**
**REQUEST FOR QUALIFICATIONS**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No. MDAD-09-02**

**SUMMARY MINUTES OF**
**EVALUATION/SELECTION COMMITTEE MEETINGS**
**August 18, 2010**

As authorized by the County Manager's memorandum dated July 1, 2010, the individuals listed below met on August 18, 2010 at the Miami-Dade Aviation Department ("MDAD"), 4200 NW 36 Street, Building 5A, Conference Room F, Miami, Florida, to review the materials submitted by the responding three (3) firms in response to the public notice regarding the subject Request for Qualifications ("RFQ").

1. Slack, Johnson & Magenheimer, Inc.
2. Oscar M. Icabalceta
3. Joseph J. Blake & Assoc., Inc.

**EVALUATION SELECTION COMMITTEE**
Maryse Georges, Chairperson, MDAD (non-voting)
John O'Neal, MDAD
Jose Ramos, MDAD
Francisco Fernandez, MDPW
Jeff Webb, HNTB
Alex Ballina, MDPHA

**SUPPORT STAFF**
David Murray, CAO
Margaret Hawkins Moss, MDAD

**PRESCREENING MEETING**

Ms. Maryse Georges, Contracting Officer, opened the public meeting and noted that the meeting was being videotaped in accordance with Implementing Order No. 3-34. The Evaluation/Selection Committee ("Committee") and audience were then asked to make introductions.

Ms. Georges presented the Committee with an overview of the process and provided the Committee a summary of the scope of services. The Committee members had been provided a copy of the Qualification Statements and were requested to review it prior to today's meeting. Each of the Committee members were requested to complete and sign the Neutrality Disclosure Form, and no conflicts were noted.

Ms. Georges advised the Committee that a Small Business Enterprise ("SBE") Selection Factor was established by the Review Committee. None of the firms were SBE certified therefore they were not eligible for the Selection Factor.

The Committee was then reminded of their responsibilities as Committee members pursuant to the County Manager's memo dated July 1, 2010 and the RFQ.

Ms. Georges then directed the Committee's attention to the inventory of the submitted Qualification Statements, (see Attachment C). Ms. Georges further advised the Committee that Oscar M. Icabalceta was not a member of the Member Appraisal Institute (MAI) per the Minimum Qualifications Requirements set forth in the RFQ. The County Attorney opined that Oscar M. Icabalceta was responsive and the Committee members were advised that it was their responsibility to determine whether the Respondents were responsible and met the minimum qualifications requirements as set forth in the RFQ. The Committee members proceeded to review the Qualification Statements as it relates to responsibility and minimum qualification requirements.

The Committee proceeded with the following action:

Moved: John O'Neal

Motion: That Oscar M. Icabalceta was found responsible and met the minimum qualification requirements

Seconded: Jeff Webb

Action: Unanimously adopted

The Committee members proceeded to discuss the qualifications of the firms in relation to the required services, taking into consideration the criteria as provided in the Request for Qualifications. The Committee then proceeded with the following action:

Moved: Francisco Fernandez

Motion: To invite the three (3) Respondents to the Public Hearing; Slack, Johnson & Magenheimer, Inc., Oscar M. Icabalceta and Joseph J. Blake & Assoc., Inc.

Seconded: John O'Neal

Action: Unanimously adopted

The Committee then proceeded with the following action:

Moved: John O'Neal

Motion: To proceed with the Public Hearing with a 15-minute oral presentation and 15 minutes for questions and answers

Seconded: Jose Ramos

Action: Unanimously adopted

**PUBLIC HEARING MEETING**

Ms. Maryse Georges, Chairperson, opened the public hearing meeting and after following introductions of the Selection Committee members, called for presentations from the three (3) firms. The Respondents' representatives made a brief introduction and began their oral presentation. Upon completion of the oral presentations, the floor was opened to questions from the Evaluation/Selection Committee.

All of the above listed Respondents representatives registered as lobbyists specifically for this oral presentation pursuant to the requirements of Section 2-11. 1 (s) of the Miami-Dade County Code, (see Attachment B).

The Committee found the three (3) 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 then proceeded to determine the ranking by adding each Selection Committee member's Selection Criteria score for each of the three (3) Respondents, (see Attachment A).

Upon conclusion of the above, the Committee proceeded with the following actions:

Moved: Jose Ramos

Motion: To recommend the highest ranked responsive, responsible firm, Slack, Johnson & Magenheimer, Inc. to the County Manager for negotiation.

Seconded: John O'Neal

Action: Unanimously adopted

**Negotiation Committee**

John O'Neal, MDAD
Jose Ramos, MDAD
Jeff Webb, HNTB

The Evaluation/Selection Committee meeting was then adjourned.

Maryse Georges

Maryse Georges, Chairperson (non-voting)

# Memorandum

MIAMI-DADE COUNTY

**Date:** September 3, 2010

**To:** George M. Burgess
County Manager

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

**Subject:** Evaluation/Selection Committee Report - Miami-Dade Aviation Department Request For Qualifications for Non-Exclusive Professional Real Estate Appraisal Services At General Aviation Airports
RFQ No. MDAD-09-02

---

As authorized by Administrative Order 3-38 and your memorandum dated July 1, 2010 the designated Evaluation/Selection Committee ("Committee") met and conducted the selection process for the subject project on August 18, 2010 for 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 AUGUST 18, 2010 (9:00 AM)**

As announced in the Metro Calendar, the Committee met on August 18, 2010 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 three (3) responding firms:

Slack, Johnson & Magenheimer, Inc.

Oscar M. Icabalceta

Joseph J. Blake & Assoc., Inc.

The Committee was advised that the Small Business Enterprise ("SBE") measure was a Selection Factor. None of the firms were SBE certified therefore not eligible for the Selection Factor.

Following Committee discussion, the three (3) firms were then invited to make a presentation before the Committee at the scheduled August 18, 2010 public hearing.

**PUBLIC HEARING MEETING OF AUGUST 18, 2010 (9:30 AM)**

As advertised in the Metro Calendar, a Committee meeting was held on August 18, 2010 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:

Slack, Johnson & Magenheimer, Inc.

Oscar M. Icabalceta

Joseph J. Blake & Assoc Inc.

Representatives from the firms made a 15 minute presentation and had 15 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms. The Committee found the three (3) firms were responsible and met the Minimum Qualification Requirements set forth in the RFQ and then undertook an evaluation and ranking process based on the Qualification Statements and oral presentations. 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. Slack, Johnson & Magenheimer, Inc.
2. Joseph J. Blake & Assoc., Inc.
3. Oscar M. Icabalceta

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

1. Summary Minutes of the Evaluation/Selection Committee Meetings
2. Overall Results and Committee member individual ranking forms
3. Lobbyist Registration for Oral Presentation Public Hearing Participants

c: Clerk of the Board of County Commissioners

**EVALUATION/SELECTION COMMITTEE:**
Maryse Georges, Chairperson, MDAD (non-voting)
John O'Neal, MDAD
Jose Ramos, MDAD
Francisco Fernandez, MDPW
Jeff Webb, HNTB
Alex Ballina, MDPHA

# Memorandum

MIAMI-DADE COUNTY

**Date:** August 9, 2010

**To:** David Murray
Assistant County Attorney
County Attorney's Office

**From:** Maryse Georges
Contracts Administration

**Subject:** Legal Opinion Review for Non-Exclusive Professional Real Estate Appraisal Services At Miami International Airport - RFQ No. MDAD-09-01and Non-Exclusive Professional Real Estate Appraisal Services At General Aviation Airports - RFQ No. MDAD-09-02

---

The Miami-Dade Aviation Department requires a legal opinion for the above referenced projects as follows:

**Respondent: Oscar M. Icabalceta**

The Miami-Dade Aviation Department has received three (3) submittals each for the above solicitations. Contracts Administration has completed its portion of the inventory and requires a legal opinion. The list below includes one (1) of the firms' issue for which this opinion is requested. Please note this firm submitted for both solicitations.

| RFQ Section | Opinion |
|---|---|
| per the RFQ, Section 1.3 entitled Minimum Qualification Requirements, 4th bullet:<br>• Respondent(s) or Principal thereof must be a Florida Certified General Real Estate Appraiser and must be a member of the Member Appraisal Institute (MAI) and should have held both designations for the past five (5) years and must provide a copies of the licenses. | Respondent is not a member of the Member Appraisal Institute (MAI).<br><br>**Opinion: Is the Qualification Statement requested by Oscar M. Icabalceta responsive?** |

Please evaluate and advise in order to proceed with the solicitation.

Your assistance with this matter is greatly appreciated.

If you have any questions, please call me at 305-876-7939.

Thank you.

Attachments

C: USER
Marie Clark-Vincent
Clerk of Board

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## Georges, Maryse (Aviation)

**From:** Murray, David M. (Aviation)
**Sent:** Monday, August 09, 2010 5:33 PM
**To:** Georges, Maryse (Aviation)
**Cc:** Clark-Vincent, Marie (Aviation)
**Subject:** FW: RFP No. MDAD 09-02.

Maryse,

I am in receipt of your memorandum of August 9th, 2010, in which you seek a responsiveness determination as to Mr. Oscar M. Icabalceta.

The RFP calls for proposals to perform appraisal services of MDAD property, such appraisals being necessary for leases and other transactions between MDAD and third parties. See Section 1.2 of the RFP. The RFP, at Section 1.3, requires proposers to be members of the Member Appraisal Institute (MAI). Moreover, Section 2-10.4.2(a) of the Code of Miami-Dade County requires that appraisers used to validate the sale or lease of County property be members of the MAI. The Code thus precludes an appraiser from fulfilling the purpose of the RFP unless that appraiser is a member of the MAI.

However, Section 2-10.4(a) does not make it illegal for appraisers who are not members of the MAI to propose on County contracts (though it may ultimately preclude award of the contract); contrast this with Section 475.626 Fla. Stat (2009) which prohibits the offering of appraisal services except via a licensed appraiser. Thus, membership in the MAI is a matter of responsibility, not responsiveness, as it can be cured after proposals are open.

Here, Mr. Icabalceta is not a member of the Member Appraisal Institute, but is a state certified appraiser. His proposal is responsive; whether or not his proposal is also responsible despite his failure to be a member of the MAI is thus a matter for the Selection Committee.

Please contact me with any questions.

Dave

---

**From:** Georges, Maryse (Aviation)
**Sent:** Monday, August 09, 2010 4:13 PM
**To:** Murray, David M. (Aviation)
**Subject:** RE:

David, I sent you the responsiveness memo with the specifics

*Maryse Georges*
*Aviation Senior Contracting Officer*
*Phone: (305) 876-7939*
*Fax: (305) 876-8068*
*mgeorges@miami-airport.com*

---

**From:** Murray, David M. (Aviation)
**Sent:** Monday, August 09, 2010 4:11 PM
**To:** Georges, Maryse (Aviation)
**Cc:** Clark-Vincent, Marie (Aviation)
**Subject:**

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Maryse,

I'm looking at the inventories you sent. Please let me know if you have specific questions related to specific portions of any proposal. We require that those specific questions be put in writing before issuing a responsiveness call.

Dave

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# ATTACHMENT A

## OVERALL RESULTS

## AND

## COMMITTEE MEMBER INDIVIDUAL RANKING FORMS

**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS FOR THE MIAMI-DADE AVIATION DEPARTMENT**

**RFQ NO. MDAD-09-02**
**OVERALL RESULTS**
**18-Aug-10**

| FIRM | SCORE FOR INDIVIDUAL EVALUATORS | | | | | TOTAL QUAL. POINTS | RANK BASED ON QUAL. |
|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | | |
| | John O'Neal | Jose Ramos | Francisco Fernandez | Jeff Webb | Alex Ballina | | |
| Slack, Johnson & Magenheimer, Inc. | 100 | 100 | 90 | 100 | 98 | 488 | 1 |
| Oscar M. Icabalceta | 45 | 40 | 43 | 58 | 45 | 231 | 3 |
| Joseph J. Blake & Assoc., Inc. | 65 | 98 | 72 | 85 | 87 | 407 | 2 |

**EVALUATORS**

Maryse Georges, MDAD (Chairperson) Non-voting
John O'Neal, MDAD
Jose Ramos, MDAD
Francisco Fernandez, MDPW
Jeff Webb, HNTB
Alex Ballina, MDPHA

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Slack, Johnson & Magenheimer, Inc.
**EVALUATOR:** John O'Neal

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **15** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **10** |
| **TOTAL EVALUATION POINTS** | **100** |

77

## MIAMI-DADE AVIATION DEPARTMENT

**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**

**AT GENERAL AVIATION AIRPORTS**

**RFQ No.: MDAD-09-02**

**August 18, 2010**

**FIRM'S NAME:** **Oscar M. Icabalceta**

**EVALUATOR:** **John O'Neal**

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **10** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **10** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **10** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **10** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **5** |
| **TOTAL EVALUATION POINTS** | **45** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Joseph J. Blake & Assoc., Inc.

**EVALUATOR:** John O'Neal

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **20** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **15** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **15** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **10** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **5** |
| **TOTAL EVALUATION POINTS** | **65** |

## MIAMI-DADE AVIATION DEPARTMENT

**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** **Slack, Johnson & Magenheimer, Inc.**

**EVALUATOR:** **Jose Ramos**

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **15** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **10** |
| **TOTAL EVALUATION POINTS** | **100** |

## MIAMI-DADE AVIATION DEPARTMENT

**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**

**AT GENERAL AVIATION AIRPORTS**

**RFQ No.: MDAD-09-02**

**August 18, 2010**

**FIRM'S NAME:** Oscar M. Icabalceta

**EVALUATOR:** Jose Ramos

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **12** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **12** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **12** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **0** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **4** |
| **TOTAL EVALUATION POINTS** | **40** |

## MIAMI-DADE AVIATION DEPARTMENT

### NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS

**RFQ No.: MDAD-09-02**

**August 18, 2010**

**FIRM'S NAME:** Joseph J. Blake & Assoc., Inc.

**EVALUATOR:** Jose Ramos

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **15** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **8** |
| **TOTAL EVALUATION POINTS** | **98** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** **Slack, Johnson & Magenheimer, Inc.**
**EVALUATOR:** **Francisco Fernandez**

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **23** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **23** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **23** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **13** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **8** |
| **TOTAL EVALUATION POINTS** | **90** |

## MIAMI-DADE AVIATION DEPARTMENT

**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Oscar M. Icabalceta
**EVALUATOR:** Francisco Fernandez

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **12** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **12** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **12** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **5** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **2** |
| **TOTAL EVALUATION POINTS** | **43** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Joseph J. Blake & Assoc., Inc.

**EVALUATOR:** Francisco Fernandez

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **18** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **18** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **18** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **11** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **7** |
| **TOTAL EVALUATION POINTS** | **72** |

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## MIAMI-DADE AVIATION DEPARTMENT

**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Slack, Johnson & Magenheimer, Inc.

**EVALUATOR:** Jeff Webb

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **15** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **10** |
| **TOTAL EVALUATION POINTS** | **100** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Oscar M. Icabalceta
**EVALUATOR:** Jeff Webb

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **22** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | |
| **POINTS ASSIGNED** | **12** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **12** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **7** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **5** |
| **TOTAL EVALUATION POINTS** | **58** |

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**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Joseph J. Blake & Assoc., Inc.

**EVALUATOR:** Jeff Webb

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **22** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **22** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **7** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **9** |
| **TOTAL EVALUATION POINTS** | **85** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** **Slack, Johnson & Magenheimer, Inc.**

**EVALUATOR:** **Alex Ballina**

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **25** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **14** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **9** |
| **TOTAL EVALUATION POINTS** | **98** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Oscar M. Icabalceta
**EVALUATOR:** Alex Ballina

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **15** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **10** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **10** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **5** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **5** |
| **TOTAL EVALUATION POINTS** | **45** |

**MIAMI-DADE AVIATION DEPARTMENT**
**NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES**
**AT GENERAL AVIATION AIRPORTS**
**RFQ No.: MDAD-09-02**
**August 18, 2010**

**FIRM'S NAME:** Joseph J. Blake & Assoc., Inc.

**EVALUATOR:** Alex Ballina

| EVALUATION FACTORS | MAX. POINT RANGE |
|---|---|
| Qualifications of the principal members of the professional staff and other key staff. | 25 |
| **POINTS ASSIGNED** | **22** |
| Experience of professional staff in providing commercial and airport real estate appraisal services. | 25 |
| **POINTS ASSIGNED** | **22** |
| Experience of firm in providing real estate airport appraisal services. | 25 |
| **POINTS ASSIGNED** | **22** |
| Include an estimate of the time for each type of appraisal service including time taken to recommend rental rates; based on the number of buildings, types of facilities, differing land uses and acreage covered. | 15 |
| **POINTS ASSIGNED** | **12** |
| Exhibits a comprehensive understanding of the Department's vision and mission for GAA and the potential influences of on and off airport economic and social indicators on the airports' viability. | 10 |
| **POINTS ASSIGNED** | **9** |
| **TOTAL EVALUATION POINTS** | **87** |

# ATTACHMENT B

## Lobbyist Registration for Oral Presentation
## Public Hearing Participants

## MIAMI-DADE AVIATION DEPARTMENT

## REQUEST FOR QUALIFICATIONS FOR NON-EXCLUSIVE REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS

## PUBLIC HEARING PARTICIPANTS

**PROJECT No. RFQ MDAD-09-02** **DATE: August 18, 2010**

| PLEASE SIGN IN SIGNATURE COLUMN NEXT TO YOUR NAME | SIGNATURE | REGISTERED LOBBYIST* Yes | No |
|---|---|---|---|
| **PRIME: SLACK, JOHNSON & MAGENHEIMER, INC./ANDREW H. MAGENHEIMER** | | | |
| **TEAM MEMBERS:** Andrew H. Magenheimer, MAI - President Slack, Johnson & Magenheimer | | ✓ | |
| Andrew Magenheimer | [illegible] | | |
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*If not included in the Lobbyist Registration for Oral Presentation, Appendix D of the Request for Qualifications, the representative must register with the Clerk of the Board of County Commission at least 2 days prior to the Public Hearing and must file a principal authorization form with the Clerk of the Board. A copy must be submitted to the coordinator at the public hearing meeting.

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APPENDIX D
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: **GAA Real Estate Appraisal Services** Project No. **RFQ MDAD-09-02**
(2) Department **Miami-Dade Aviation Department**
(3) Firm Respondent's Name:
**Slack, Johnston & Magenheimer, Inc./Andrew H. Magenheimer**
Address: **7300 N. Kendall Drive, Suite 520, Miami, Florida** Zip: **33156**
Business Telephone: ( **305** ) **670-2111**

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation.

| NAME | TITLE | EMPLOYED BY | TEL. NO. |
|---|---|---|---|
| **Andrew H. Magenheimer, MAI** | **President** | **Slack, Johnston & Magenheimer, Inc.** | **305-670-2111** |
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(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least **two (2) days prior to the oral presentation**. Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Respondents who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative:
Title: **President**
STATE OF **Florida**
COUNTY OF **Miami-Dade**

The foregoing instrument was acknowledged before me this **18th day of June, 2010**
by **Slack, Johnston & Magenheimer, Inc.** a **Corporation** who is
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
personally known to me or who has produced _____ as identification and
who did/did not take an oath.

Signature of person taking acknowledgement)

**Marta Flores**

(Name of Acknowledger typed, printed or stamped)

MARTA FLORES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0954284
Expires 1/21/2014

3-06



SLACK JOHNSTON MAGENHEIMER

## MIAMI-DADE AVIATION DEPARTMENT

## REQUEST FOR QUALIFICATIONS FOR NON-EXCLUSIVE REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS

## PUBLIC HEARING PARTICIPANTS

**PROJECT No. RFQ MDAD-09-02** **DATE: August 18, 2010**

| PLEASE SIGN IN SIGNATURE COLUMN NEXT TO YOUR NAME | SIGNATURE | REGISTERED LOBBYIST* Yes | No |
|---|---|---|---|
| **PRIME: OSCAR M. ICABALCETA** | | | |
| Oscar M. Icabalceta | | √ | |
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| **OTHER TEAM MEMBERS:** | | | |
| **None** | | | |
| Connie Noppiet | | | |
| JOSE A. ORTEGA | | | |
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***If not included in the Lobbyist Registration for Oral Presentation, Appendix D of the Request for Qualifications, the representative must register with the Clerk of the Board of County Commissioners at least 2 days prior to the Public Hearing and must file a principal authorization form with the Clerk of the Board. A copy must be submitted to the coordinator at the public hearing meeting.**

# APPENDIX D
# AFFIDAVIT OF MIAMI-DADE COUNTY
# LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1)ProjectTitle: Non-Excl. Prof. R.E. Appraisal Services Project No.: RFQ-MDAD-09-02
(2) Department: Miami-Dade Aviation Department
(3) Firm/Respondent's Name:
Oscar M. Icabalceta
Address: 2000 N.W. 96 Avenue. #201 Doral, Florida Zip: 33172
Business Telephone: (305) 856-4492

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

| NAME | TITLE | EMPLOYED BY | TEL. NO. |
|---|---|---|---|
| Oscar M. Icabalceta | | | |
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(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two (2) **days prior to the oral presentation.** Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Respondents who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative:
Title: Sole Proprietor
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23rd JUNE 2010,
by OSCAR M. ICABALCETA, a SOLE PROPRIETOR, who is
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
personally known to me or who has produced _____ as identification and
who did/did not take an oath.

M C Companioni
Signature of person taking acknowledgement)

MARIA C. COMPANIONI
(Name of Acknowledger typed, printed or stamped)

Notary Public

MARIA C. COMPANIONI
MY COMMISSION # DD638495
EXPIRES: March 31, 2011
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

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## MIAMI-DADE AVIATION DEPARTMENT

## REQUEST FOR QUALIFICATIONS FOR NON-EXCLUSIVE REAL ESTATE APPRAISAL SERVICES AT GENERAL AVIATION AIRPORTS

## PUBLIC HEARING PARTICIPANTS

**PROJECT No. RFQ MDAD-09-02** **DATE: August 18, 2010**

| PLEASE SIGN IN SIGNATURE COLUMN NEXT TO YOUR NAME | SIGNATURE | REGISTERED LOBBYIST* Yes | No |
|---|---|---|---|
| **PRIME: JOSEPH J. BLAKE & ASSOCIATES INC.** | | | |
| Ted Allen, Principal | | √ | |
| Alexandra D. Londono | | √ | |
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| **OTHER TEAM MEMBERS:** | | | |
| **None** | | | |
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***If not included in the Lobbyist Registration for Oral Presentation, Appendix D of the Request for Qualifications, the representative must register with the Clerk of the Board of County Commission at least 2 days prior to the Public Hearing and must file a principal authorization form with the Clerk of the Board. A copy must be submitted to the coordinator at the public hearing meeting.**

# APPENDIX D
# AFFIDAVIT OF MIAMI-DADE COUNTY
# LOBBYIST REGISTRATION FOR ORAL PRESENTATION

MDAD 09 02

(1)Project Title: Non-Exclusive Professional Real Estate Appraisal Services at General Aviation Airports
(2) Department: _____
(3) Firm/Respondent's Name: Joseph J. Blake and Associates
Address: 4000 Ponce de Leon Boulevard, Ste 410, Coral Gables, FL 33146
Business Telephone: (_____) ____ 305-448-1663 ext 108

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

| NAME | TITLE | EMPLOYED BY | TEL. NO. |
|---|---|---|---|
| Ted Allen | Principal | Joseph J. Blake and Associates | 305-448-1663 ext 110 |
| Alexandra D. Londoño | | Joseph J. Blake and Associates | 305-448-1663 ext 108 |
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(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two (2) **days prior to the oral presentation**. Any person not listed on the revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Respondents who wish to address the county commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____
Title: Vice President
STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this June 24, 2010,
by Alexandra D. Londoño, a Vice President, who is
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
personally known to me or who has produced _____ as identification and
who did/did not take an oath.

Ana Yves Moya-Diaz
Signature of person taking acknowledgement)

Ana Yves Moya-Diaz
(Name of Acknowledger typed, printed or stamped)

ANA YVES MOYA-DIAZ
Notary Public - State of Florida
My Comm. Expires Feb 9, 2014
Commission # DD 960091

98

# ATTACHMENT C

## INVENTORY OF SUBMITTED QUALIFICATIONS

| REQUEST FOR QUALIFICATIONS<br>NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES<br>AT GENERAL AVIATION AIRPORTS<br>RFQ No.: MDAD-09-02 | CONTRACT MEASURES:<br>SBE SELECTION FACTOR |
|---|---|
| INVENTORY OF SUBMITTED QUALIFICATIONS | RFQ DUE DATE: JUNE 25, 2010<br>Page 1 of 8 |

**NAME OF RESPONDENT:** Slack, Johnson & Magenheimer, Inc.
**ADDRESS:** 7300 N Kendall Drive, Suite 520, Miami, FL 33156
**PHONE/FAX NO.:** (305) 670-2111 (305) 670-1002
**E-MAIL ADDRESS:** sjmiami@aol.com
**CONTACT PERSON:** Andrew H. Magenheimer
**GAA:**

| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| **CONTENTS OF QUALIFICATIONS STATEMENT** | | |
| 1. **Questionnaire Form-**The "Questionnaire Form" (**see Appendix A)** is to be completed and signed by an authorized officer of the Respondent submitting the Qualification Statement. | Y | **Tab 1 "Appendix A"** |
| 2. **Table of Contents-** The table of contents should outline, in sequential order, the major areas of the Qualification Statement. All pages of the Qualification Statement, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents. | Y | **Tab 2 " Table of Contents"** |
| 3. **Executive Summary-** The executive summary shall briefly and concisely describe the basic services offered by the Respondent; the Respondent's ability to perform the work requested in this RFQ; the background, experience and qualifications of the Respondent and the Subcontractors/Subconsultants; the qualifications of the Respondent's personnel to be assigned to this project; and, any other information called for by this RFQ, which the Respondent deems relevant. The executive summary should be no longer than four (4) pages. | Y | **Tab 3 "Executive Summary"** |
| 4. **Proof of Minimum Qualifications-** The Respondent shall verify its ability to satisfy all of the minimum qualification requirements. (**See Appendix B** "Minimum Qualification Requirements Affidavit"). A Respondent who does not meet the minimum qualification requirements may not be considered for award. Respondents who are less qualified than is called for in this Solicitation, or who are relying on qualifications of separate corporate entities, may receive less points, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the same manner contemplated | Y | **Tab 4 "Proof of Minimum Qualifications"** |

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| by this Solicitation. | | |
| **5.** Technical Information-<br>a) The Respondent shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Respondent shall also describe its approach to project organization and management, and the responsibilities of Respondent's management and personnel that will perform work pursuant to this project | Y | **Tab 5 "Technical Information"** |
| b) The Respondent shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Respondent's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will perform services on this project. | Y | **Tab 5 "Technical Information"** |
| c) The Respondent shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Respondent shall also provide their resumes with job descriptions and other detailed qualification information. | Y | **Tab 5 "Technical Information"** |
| **6) Respondent's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References**<br>a) Experience: The Respondent shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served. | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |

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| b) Specific Project Experience: The Respondent shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past three (3) years. For each comparable contract, the Respondent should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Respondent(s) is/was the primary consultant/contractor or subcontractor/subconsultant, and (vii) the results of the project. The Respondent shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County. | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |
| c) Additional Experience: The Respondent shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information, training, etc.). | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |

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| d) Past Performance: List all contracts which the Respondent has performed for Miami-Dade County. The County will review all contracts the Respondent has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Respondent's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Respondent must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results there from, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: (1) the General Manager, Facilities Manager, and Accounting Manager assigned to any County contract within the last three (3) years. | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |
| e) The Respondent shall provide a list of all known Miami International Airport tenants and all owners of property abutting the Airport or in close proximity for whom the Proposer has provided services within the past two years and a statement as to each and any business relationship (personnel included) that might constitute a conflict of interest. | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |

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| f) Litigation: The Respondent shall describe any prior or pending litigation, in which (1) the Respondent, (2) any member of a joint venture, (3) Subcontractors, (4) any of those entities' subsidiaries, affiliates or parent companies, or (5) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |
| g) Convictions, Indictments, or Investigations: Has the organization of the Respondent or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Respondent herein? Identify any criminal convictions or civil judgments for the last ten (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation. | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |

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| h) Affiliations: Please state whether the Respondent, any Principal of Respondent, any family member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (i) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (ii) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.<br><br>Please also state whether the Respondent, any Principal of Respondent or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |
| i) References: The Respondent shall provide customer references for similar projects, in scope and magnitude in an airport environment, which the Respondent has either ongoing or completed within the last three (3) years | Y | **Tab 6 "Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References"** |
| **7) Real Estate Appraisal Consulting Experience**<br>a) Describe the qualifications, including your professional staff and other key staff who will directly provide service for GAA. This part of the Qualifications Statement is limited to one (1) page or less per staff member. | Y | **Tab 7 "Real Estate Appraisal Consulting Experience"** |

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| b) Describe the commercial and airport appraisal work that professional staff has performed in the last five (5) years, including a brief statement of the services provided at the airports served | Y | **Tab 7 "Real Estate Appraisal Consulting Experience"** |
| c) Describe the experience of the firm. List all clients, public and private sector accounts the Proposer has provided real estate appraisal services for in the last five (5) years, including a brief statement of services provided. | Y | **Tab 7 "Real Estate Appraisal Consulting Experience"** |
| d) Provide an estimate of time to complete an assignment once a request for a particular service has been made. General turn-around time from final execution of Service Order is adequate at this juncture | Y | **Tab 7 "Real Estate Appraisal Consulting Experience"** |
| **8) Subcontractors/Subconsultants Performing Services**<br>The Respondent shall also include a list of the names and addresses of all major first tier Subcontractors/ Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel. | Y | **Tab 8 "Subcontractors/ Subconsultants Performing Services"** |
| **9) Submission of Required Documentation**<br>The Respondent must complete, sign as required, and submit the following documents as part of its Qualification Statement, which have been included as attachments to this RFQ: | Y | **Tab 9 "Submission of Required Documentation"** |
| **Appendix A:** Questionnaire Form | Y | **Tab 9 "Submission of Required Documentation"** |
| **Appendix B:** Minimum Qualification Requirements Affidavit | Y | **Tab 9 "Submission of Required Documentation"** |
| **Appendix C:** Acknowledgement of Addenda | Y | **Tab 9 "Submission of Required Documentation"** |
| **Appendix D:** Lobbyist Registration for Oral Presentation | Y | **Tab 9 "Submission of Required Documentation"** |
| **Appendix E-1:** Single Form Execution Affidavits | Y | **Tab 9 "Submission of Required Documentation"** |
| • Public Entity Crimes Affidavit | | |

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| • Criminal Record Affidavit | Y | |
| • Disclosure of Ownership Affidavit | Y | |
| **Appendix E-2:** Condition of Award Requirements | Y | **Tab 9 "Submission of Required Documentation"** |
| • Affirmation of Vendor Affidavits | Y | |
| • Subcontracting Policies Statement (No format, insert document) | N | **Not provided** |
| • Subcontractor/Supplier Listing | Y | |
| • Proof of Authorization to do Business (No format, insert document) | Y | |
| • Collusion Affidavit | Y | **Provided (not filled)** |
| **Appendix F:** Local Business Preference | Y | **Tab 9 "Submission of Required Documentation". Subsequently provided Local Tax Receipt for 2008-2009** |
| **Appendix G:** Lobbying Rules | N | **Not provided** |
| **Appendix H:** Small Business Enterprise Participation Provisions | N | **Not provided** |

| REQUEST FOR QUALIFICATIONS<br>NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES<br>AT GENERAL AVIATION AIRPORTS<br>RFQ No.: MDAD-09-02 | CONTRACT MEASURES:<br>SBE SELECTION FACTOR |
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| INVENTORY OF SUBMITTED QUALIFICATIONS | RFQ DUE DATE: JUNE 25, 2010<br>Page 1 of 8 |

| | |
|---|---|
| NAME OF RESPONDENT: | Oscar M. Icabalceta |
| ADDRESS: | 2000 NW 96 Ave #201 Doral, FL 33172 |
| PHONE/FAX NO.: | (305) 856-4492 (305) 856-4493 |
| E-MAIL ADDRESS: | appraising@icappgroup.com |
| CONTACT PERSON: | Oscar M. Icabalceta |
| MIA/GAA: | |

| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
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| **CONTENTS OF QUALIFICATIONS STATEMENT** | | |
| 1. **Questionnaire Form-**The "Questionnaire Form" (**see Appendix A)** is to be completed and signed by an authorized officer of the Respondent submitting the Qualification Statement. | Y | |
| 2. **Table of Contents-** The table of contents should outline, in sequential order, the major areas of the Qualification Statement. All pages of the Qualification Statement, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents. | N | |
| 3. **Executive Summary-** The executive summary shall briefly and concisely describe the basic services offered by the Respondent; the Respondent's ability to perform the work requested in this RFQ; the background, experience and qualifications of the Respondent and the Subcontractors/Subconsultants; the qualifications of the Respondent's personnel to be assigned to this project; and, any other information called for by this RFQ, which the Respondent deems relevant. The executive summary should be no longer than four (4) pages. | Y | |
| 4. **Proof of Minimum Qualifications-** The Respondent shall verify its ability to satisfy all of the minimum qualification requirements. (**See Appendix B** "Minimum Qualification Requirements Affidavit"). A Respondent who does not meet the minimum qualification requirements may not be considered for award. Respondents who are less qualified than is called for in this Solicitation, or who are relying on qualifications of separate corporate entities, may receive less points, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the same manner contemplated | Y | **No- Commercial Airport and/or general airport work.**<br><br>**No- Review of appraisals for the acquisition of land and improvements by a government entity by eminent domain or negotiations.**<br><br>**No- Experience on behalf of a seller of property to a government entity vice versa or in defense of** |

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| by this Solicitation. | | **an eminent domain proceeding.**<br>**Yes- Respondent(s) or Principal thereof must be a Florida Certified General Real Estate Appraiser for the past five (5) years and must provide copies of the licenses.**<br>**Subsequently provided.**<br>**No- Respondent(s) or Principal thereof must be a member of the Member Appraisal Institute (MAI) and should have held both designations for the past five (5) years and must provide copies of the licenses.**<br>**(INCLUDED LETTER OF OBJECTION)** |
| **5.** Technical Information-<br>a) The Respondent shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Respondent shall also describe its approach to project organization and management, and the responsibilities of Respondent's management and personnel that will perform work pursuant to this project | **N** | |
| b) The Respondent shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Respondent's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will perform services on this project. | **Y** | |
| c) The Respondent shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Respondent shall also provide their resumes | **Y** | |

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| with job descriptions and other detailed qualification information. | | |
| **6) Respondent's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References**<br>a) Experience: The Respondent shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served. | **Y** | **Provided Resumes** |
| b) Specific Project Experience: The Respondent shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past three (3) years. For each comparable contract, the Respondent should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Respondent(s) is/was the primary consultant/contractor or subcontractor/subconsultant, and (vii) the results of the project. The Respondent shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County. | **N** | |
| c) Additional Experience: The Respondent shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information, training, etc.). | **N** | |

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| **MIA/GAA:** | |

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| d) Past Performance: List all contracts which the Respondent has performed for Miami-Dade County. The County will review all contracts the Respondent has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Respondent's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Respondent must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results there from, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: (1) the General Manager, Facilities Manager, and Accounting Manager assigned to any County contract within the last three (3) years. | **N** | **Provided reference letters, not clear on past performance** |
| e) The Respondent shall provide a list of all known Miami International Airport tenants and all owners of property abutting the Airport or in close proximity for whom the Proposer has provided services within the past two years and a statement as to each and any business relationship (personnel included) that might constitute a conflict of interest. | **N** | **No airport experience** |

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| f) Litigation: The Respondent shall describe any prior or pending litigation, in which (1) the Respondent, (2) any member of a joint venture, (3) Subcontractors, (4) any of those entities' subsidiaries, affiliates or parent companies, or (5) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details | N | **Form not filled** |
| g) Convictions, Indictments, or Investigations: Has the organization of the Respondent or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Respondent herein? Identify any criminal convictions or civil judgments for the last ten (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation. | N | |

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| i) References: The Respondent shall provide customer references for similar projects, in scope and magnitude in an airport environment, which the Respondent has either ongoing or completed within the last three (3) years | N | **Not provided** |
| **7) Real Estate Appraisal Consulting Experience**<br><br>a) Describe the qualifications, including your professional staff and other key staff who will directly provide service for GAA. This part of the Qualifications Statement is limited to one (1) page or less per staff member. | N | **Not provided** |

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|---|---|---|
| b) Describe the commercial and airport appraisal work that professional staff has performed in the last five (5) years, including a brief statement of the services provided at the airports served | N | **Not provided** |
| c) Describe the experience of the firm. List all clients, public and private sector accounts the Proposer has provided real estate appraisal services for in the last five (5) years, including a brief statement of services provided. | N | **Provided reference letters** |
| d) Provide an estimate of time to complete an assignment once a request for a particular service has been made. General turn-around time from final execution of Service Order is adequate at this juncture | N | **Not provided** |
| **8) Subcontractors/Subconsultants Performing Services**<br>The Respondent shall also include a list of the names and addresses of all major first tier Subcontractors/ Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel. | Y | **Provided in a table of organization** |
| **9) Submission of Required Documentation**<br>The Respondent must complete, sign as required, and submit the following documents as part of its Qualification Statement, which have been included as attachments to this RFQ: | Y | |
| **Appendix A:** Questionnaire Form | Y | |
| **Appendix B:** Minimum Qualification Requirements Affidavit | Y | |
| **Appendix C:** Acknowledgement of Addenda | Y | |
| **Appendix D:** Lobbyist Registration for Oral Presentation | Y | |
| **Appendix E-1:** Single Form Execution Affidavits | Y | |
| • Public Entity Crimes Affidavit | Y | |
| • Criminal Record Affidavit | N | **Not checked** |
| • Disclosure of Ownership Affidavit | Y | |
| **Appendix E-2:** Condition of Award Requirements | Y | |
| • Affirmation of Vendor Affidavits | Y | |

| REQUEST FOR QUALIFICATIONS<br>NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES<br>AT GENERAL AVIATION AIRPORTS<br>RFQ No.: MDAD-09-02 | CONTRACT MEASURES:<br>SBE SELECTION FACTOR |
|---|---|
| INVENTORY OF SUBMITTED QUALIFICATIONS | RFQ DUE DATE: JUNE 25, 2010<br>Page 8 of 8 |

**NAME OF RESPONDENT:** Oscar M. Icabalceta
**ADDRESS:** 2000 NW 96 Ave #201 Doral, FL 33172
**PHONE/FAX NO.:** (305) 856-4492 (305) 856-4493
**E-MAIL ADDRESS:** appraising@icappgroup.com
**CONTACT PERSON:** Oscar M. Icabalceta
**MIA/GAA:**

| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| • Subcontracting Policies Statement (No format, insert document) | N | **Not provided** |
| • Subcontractor/Supplier Listing | Y | **Not filled** |
| • Proof of Authorization to do Business (No format, insert document) | Y | **Subsequently provided- Sole Proprietor** |
| • Collusion Affidavit | Y | |
| **Appendix F:** Local Business Preference | Y | **Subsequently provided** |
| **Appendix G:** Lobbying Rules | N | |
| **Appendix H:** Small Business Enterprise Participation Provisions | N | |

| REQUEST FOR QUALIFICATIONS<br>NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES<br>AT GENERAL AVIATION AIRPORTS<br>RFQ No.: MDAD-09-02 | CONTRACT MEASURES:<br>SBE SELECTION FACTOR |
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| INVENTORY OF SUBMITTED QUALIFICATIONS | RFQ DUE DATE: JUNE 25, 2010<br>Page 1 of 8 |

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|---|---|
| NAME OF RESPONDENT: | Joseph J. Blake & Assoc. Inc. |
| ADDRESS: | 4000 Ponce de Leon Blvd., Suite 410, Miami, FL 33146 |
| PHONE/FAX NO.: | (305) 448-1663 (305) 448-7077 |
| E-MAIL ADDRESS: | alondono@blakemiami.com |
| CONTACT PERSON: | Alexandra D. Londono |
| MIA/GAA: | |

| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| **CONTENTS OF QUALIFICATIONS STATEMENT** | | |
| 1. **Questionnaire Form**-The "Questionnaire Form" (**see Appendix A)** is to be completed and signed by an authorized officer of the Respondent submitting the Qualification Statement. | Y | **"Appendix A" MAI certificate included** |
| 2. **Table of Contents-** The table of contents should outline, in sequential order, the major areas of the Qualification Statement. All pages of the Qualification Statement, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents. | Y | **"Table of Contents"** |
| 3. **Executive Summary-** The executive summary shall briefly and concisely describe the basic services offered by the Respondent; the Respondent's ability to perform the work requested in this RFQ; the background, experience and qualifications of the Respondent and the Subcontractors/Subconsultants; the qualifications of the Respondent's personnel to be assigned to this project; and, any other information called for by this RFQ, which the Respondent deems relevant. The executive summary should be no longer than four (4) pages. | Y | **Page 1, "Executive Summary"** |
| 4. **Proof of Minimum Qualifications-** The Respondent shall verify its ability to satisfy all of the minimum qualification requirements. (**See Appendix B** "Minimum Qualification Requirements Affidavit"). A Respondent who does not meet the minimum qualification requirements may not be considered for award. Respondents who are less qualified than is called for in this Solicitation, or who are relying on qualifications of separate corporate entities, may receive less points, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the | Y | **"Proof of Minimum Qualifications" and "Appendix B"** |

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**MIA/GAA:**


| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| services required in the same manner contemplated by this Solicitation. | | |
| **5.** Technical Information-<br>a) The Respondent shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Respondent shall also describe its approach to project organization and management, and the responsibilities of Respondent's management and personnel that will perform work pursuant to this project | Y | **Page 5, no policies described** |
| b) The Respondent shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Respondent's key personnel. Key personnel include all partners, managers, seniors, and other professional staff that will perform services on this project. | Y | **Page 6** |
| c) The Respondent shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Respondent shall also provide their resumes with job descriptions and other detailed qualification information. | Y | **Page 4 "Job Log" (Attachments)**<br>**Pages 7-15** |
| **6) Respondent's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References**<br>a) Experience: The Respondent shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served. | Y | **Page 15,** "Respondent's Experience" |

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| **MIA/GAA:** | |

| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| b) Specific Project Experience: The Respondent shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past three (3) years. For each comparable contract, the Respondent should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Respondent(s) is/was the primary consultant/contractor or subcontractor/subconsultant, and (vii) the results of the project. The Respondent shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the County. | Y | **Page 15,** "Respondent's Experience" |
| c) Additional Experience: The Respondent shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information, training, etc.). | Y | **Page 15,** "Respondent's Experience" |

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| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
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| d) Past Performance: List all contracts which the Respondent has performed for Miami-Dade County. The County will review all contracts the Respondent has performed for the County in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Respondent's past performance on County contracts be considered in the selection of consultants and contractors for future County contracts." The Respondent must list and describe all work performed or being performed for Miami-Dade County, include the name of the County department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the County contract was audited by the County and the results there from, and the name, address, telephone number, responsibilities and employment status of the management team including, but not limited, to: (1) the General Manager, Facilities Manager, and Accounting Manager assigned to any County contract within the last three (3) years. | Y | **Page 15,** "Respondent's Experience" |
| e) The Respondent shall provide a list of all known Miami International Airport tenants and all owners of property abutting the Airport or in close proximity for whom the Proposer has provided services within the past two years and a statement as to each and any business relationship (personnel included) that might constitute a conflict of interest. | Y | **Page 4 "Job Log" (Attachments)**<br>**Page 17 "Major Client List"** |

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| MIA/GAA: | |

| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
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| f) Litigation: The Respondent shall describe any prior or pending litigation, in which (1) the Respondent, (2) any member of a joint venture, (3) Subcontractors, (4) any of those entities' subsidiaries, affiliates or parent companies, or (5) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details | Y | **Page 16, "Litigation"** |
| g) Convictions, Indictments, or Investigations: Has the organization of the Respondent or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Respondent herein? Identify any criminal convictions or civil judgments for the last ten (10) years, and pending criminal indictments or governmental/regulatory investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation. | Y | **Page 16, "Convictions, Indictments, or Investigations"** |

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**MIA/GAA:**


| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| h) Affiliations: Please state whether the Respondent, any Principal of Respondent, any family member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (i) directly or indirectly a business relationship with Miami-Dade County (including Miami-Dade Aviation), (ii) directly or indirectly receives or received revenues from Miami-Dade County (including Miami-Dade Aviation) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe such relationship.<br><br>Please also state whether the Respondent, any Principal of Respondent or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship | Y | **Page 16, "Affiliations"** |
| i) References: The Respondent shall provide customer references for similar projects, in scope and magnitude in an airport environment, which the Respondent has either ongoing or completed within the last three (3) years | Y | **Page 4 "Job Log" (Attachments)** |
| **7) Real Estate Appraisal Consulting Experience**<br>a) Describe the qualifications, including your professional staff and other key staff who will directly provide service for GAA. This part of the Qualifications Statement is limited to one (1) page or less per staff member. | Y | **Page 6, "Technical Information"**<br>**Pages 15 "Respondent's Experience"**<br>**Page 17 "Real Estate Appraisal Consulting Services"** |

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| b) Describe the commercial and airport appraisal work that professional staff has performed in the last five (5) years, including a brief statement of the services provided at the airports served | Y | **Page 4 "Job Log" (Attachments)**<br>**Pages 16 "Respondent's Experience"**<br>**Page 17 "Real Estate Appraisal Consulting Services** |
| c) Describe the experience of the firm. List all clients, public and private sector accounts the Proposer has provided real estate appraisal services for in the last five (5) years, including a brief statement of services provided. | Y | **Pages 16 "Respondent's Experience"**<br>**Page 17 "Real Estate Appraisal Consulting Services"** |
| d) Provide an estimate of time to complete an assignment once a request for a particular service has been made. General turn-around time from final execution of Service Order is adequate at this juncture | Y | **Page 17 "Real Estate Appraisal Consulting Services"** |
| **8) Subcontractors/Subconsultants Performing Services**<br>The Respondent shall also include a list of the names and addresses of all major first tier Subcontractors/ Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel. | Y | **Page 18, "Subcontractors/ Subconsultants Performing Services** |
| **9) Submission of Required Documentation**<br>The Respondent must complete, sign as required, and submit the following documents as part of its Qualification Statement, which have been included as attachments to this RFQ: | Y | |
| **Appendix A:** Questionnaire Form | Y | **Appendix A** |
| **Appendix B:** Minimum Qualification Requirements Affidavit | Y | **Appendix B** |
| **Appendix C:** Acknowledgement of Addenda | Y | **Appendix C** |
| **Appendix D:** Lobbyist Registration for Oral Presentation | Y | **Appendix D** |
| **Appendix E-1:** Single Form Execution Affidavits | Y | **Appendix E-1** |
| • Public Entity Crimes Affidavit | Y | |
| • Criminal Record Affidavit | Y | |
| • Disclosure of Ownership Affidavit | Y | |
| **Appendix E-2:** Condition of Award Requirements | Y | **Appendix E-2** |

| REQUEST FOR QUALIFICATIONS<br>NON-EXCLUSIVE PROFESSIONAL REAL ESTATE APPRAISAL SERVICES<br>AT GENERAL AVIATION AIRPORTS<br>RFQ No.: MDAD-09-02 | CONTRACT MEASURES:<br>SBE SELECTION FACTOR |
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| INVENTORY OF SUBMITTED QUALIFICATIONS | RFQ DUE DATE: JUNE 25, 2010<br>Page 8 of 8 |

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| REQUIRED RESPONDENT DOCUMENTS | WAS THE INFO AND/OR REQUIRED DOCUMENTION PROVIDED? | NOTES |
|---|---|---|
| • Affirmation of Vendor Affidavits | Y | |
| • Subcontracting Policies Statement (No format, insert document) | Y | |
| • Subcontractor/Supplier Listing | Y | |
| • Proof of Authorization to do Business (No format, insert document) | Y | **Subsequently provided** |
| • Collusion Affidavit | Y | |
| **Appendix F:** Local Business Preference | Y | **Appendix F Subsequently provided Local Tax Receipt for 2008-2009** |
| **Appendix G:** Lobbying Rules | Y | **Appendix G** |
| **Appendix H:** Small Business Enterprise Participation Provisions | Y | **Appendix H** |