



PACA Pulse



WINTER 2017

PROFESSIONAL AEROSPACE CONTRACTORS ASSOCIATION OF NEW MEXICO

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PACA Scholarships Impact Student Lives

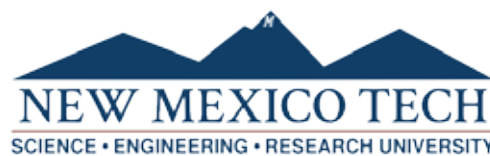
By Carol A. Yarnall, Education Committee Chair

Since 1995, PACA has contributed over \$260,000 for endowed scholarships at New Mexico's three major universities. The funds were provided from PACA's Briefing for Industry proceeds.

During the 2016-2017 academic year, the following six scholarships were awarded. Five recipients are students in engineering programs and the sixth is an M.B.A. student (with a Ph.D. in physics) at UNM's Anderson School of Management.

PACA is honored to make a meaningful contribution to the lives of these fine young men and women; all PACA members should be proud of the positive impact their organization has had on these dedicated students. As in the past, we will invite the winners to join our luncheon meetings for the opportunity to network with working engineers.

New Mexico Institute of Mining and Technology, Bobby Haddock Memorial Endowment (\$2,500)



Alexander Mazarakis is a sophomore studying electrical engineering. His interest in science and engineering stems from disassembling electronics and using the components in



experiments.

Alexander was a member of the Albuquerque Area Home School Science Olympiad Team for seven years. He excelled not only in individual competition, but also as a team member winning the New Mexico State tournament three times and reaching 11th place in the national tournament for Experimental Design.

Alexander initially dual-majored in physics and electrical engineering in pursuing a wide range of interests, which also earned him the Freshmen Chemistry Award.

New Mexico State University, Richard W. Davis PACA Endowed Scholarship (\$1,000 each)



Adam Stempeck, born and raised in Albuquerque, was an avid member of the Boy Scouts of America.



Upon his arrival in Las Cruces to attend NMSU, he joined Design Build Fly, an aerospace design competitive program sponsored by the American Institute of Aeronautics and Astronautics.

Adam is a senior double majoring in aerospace and mechanical engineering

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PACA Scholarships *continued*

and will graduate in December. He also won a PACA scholarship last year.

Teresa Kellner, a graduate of Oñate High School in Las Cruces, is a senior majoring in aerospace engineering. Initially, she didn't know what field she wanted to pursue but since she enjoyed math, several people suggested she try engineering. She did and found that she loved it.



A mentor and ambassador for the College of Engineering, Teresa enjoys helping freshman in engineering classes, as well as reaching out to high school students and showing them what engineering is about. She also enjoys spending time with friends and family, live concerts, and church activities.



University of New Mexico, School of Engineering, General Samuel C. Phillips Endowed Scholarship (\$1,000 each)

Vanessa Goss is in her fourth year of undergraduate studies in the Nuclear Engineering Department at UNM. Currently the President, she has been a member of the American Nuclear Society (ANS) student group for three years. She is also President of Alpha Nu Sigma, the honor society associated with ANS. At the beginning of her junior year, Vanessa was awarded



the NASA MUREP scholarship that included a summer internship at a NASA facility. She completed her NASA internship at the Goddard Space Flight Center during the summer between her junior and senior years. During this internship, she characterized an X-ray detector to study solar flares.

During her final year as an undergraduate, Vanessa will be doing an honors thesis with Dr. Anil Prinja, the chair of the Nuclear Engineering Department. Her thesis will be focused on modeling weak neutron sources.

Corey Carlos served five years in the United States Marines Corps with combat tours in Iraq and Afghanistan as a CH-53D avionics technician. Sergeant Carlos subsequently enrolled in UNM's electrical and computer engineering undergraduate program.



Corey is a senior and plans to continue his education by pursuing a graduate program in materials science and engineering. A leader in the UNM School of Engineering, he is the UNM Chapter President of the Institute of Electrical and Electronic Engineers (IEEE) and an active member of the Materials Research Society. Additionally, he was inducted into the IEEE honor society, Eta Kappa Nu.

Corey also works as an undergraduate researcher at the Center for High Technology Materials where he examines the effects of 2D nanomaterials on bulk substrate.

He is an avid cyclist.

UNM, Anderson School of Management, PACA Hall of Fame Scholarship for Masters in Management (\$1,000)



Matthew Kress graduated from the University of Utah with a B.S. in astrophysics. While in graduate school at Purdue University he worked on the Large Hadron Collider at CERN ("Conseil Européen pour la Recherche Nucléaire" or European Council for Nuclear Research) on the team searching for the Higgs Boson — which they found!



In 2014 he graduated with a Ph.D. in particle physics and later the same year began working at Sandia National Laboratories. Matthew is also pursuing his M.B.A. at Anderson School of Management with an expected graduation date of May 2019.

When he isn't working or studying, he enjoys spending time with his family, woodworking, electronics, and working on cars. •

Legal Insights: Can You Pursue a Contract Claim Against the Federal Government?

By Ross Crown

You are doing work for the federal government but something is not right. You are losing money or not making as much money as expected. Can you assert a claim against the federal government?

Whether or not a contractor can pursue a claim against the federal government depends on both the contract and the contractor satisfying a number of requirements. The key requirements of a valid claim including the following.

Contractor Must Have the Right Type of Contract

To assert a contract claim against the federal government, a prospective claimant must first have the proper kind of contract. The type of contract required to support a claim is an express or implied contract entered into by an executive agency for (1) procurement of property other than real property, (2) procurement of services, (3) procurement of construction, alteration, repair or maintenance of real property, or (4) disposal of personal property. The contract may be written or oral.

If a contractor seeks to bring a claim based on an implied contract, it must be implied-in-fact. An implied-in-fact contract is one founded upon a meeting of the minds and is inferred, as a fact, from the conduct of the parties showing, in the light of surrounding circumstances, their tacit understanding. In contrast, implied-in-law contracts (*i.e.* those based on quasi-contract or unjust enrichment theories) do not arise from mutual assent between the parties. Implied-in-law contracts are not actually contracts, but rather legal fictions created by the courts to impose legal duties on one or both parties to prevent injustice.

The elements of an implied-in-fact contract are the same as for an express contract, only the nature of the evidence needed to prove the contract differs. The claimant must show a mutual intent to contract, including offer, acceptance and payment. In addition, the person who agrees to the contract on behalf of the government must have actual authority to bind the United States.

Direct Contractual Relationship Needed Between the Contractor and the Government

To assert a contract claim, a contractor must also have a direct contractual relationship with the federal government, or what is termed "privity of contract." This means that a contractor's subcontractors or lessees cannot bring a claim against the government. Moreover, even a direct contractual relationship is not sufficient to support a claim if the contract was assigned to the claimant. Federal law voids contracts with the government that are assigned to another contractor. This

prohibition on assignments allows the government to know with whom it is dealing and protects the government against the possibility of duplicate claims. Assignments of contracts will be recognized by the government under three circumstances. First, if the agency clearly assents to the assignment. This consent is usually demonstrated with a writing, such as a supplemental agreement or a novation acknowledging the assignment. Second, where the assignment occurs by operation of law in instances of corporate succession through merger or consolidation. Third, when a contract is assigned to a financing institution and the government is given written notice of the assignment.

Contractor Must Preserve a Changes Claim

Perhaps the most common type of contract claim arises from changes imposed on performance of the contract by the agency. Changes are of two types. An actual change occurs when the contracting officer issues a written order pursuant to a Changes clause incorporated into the contract. A constructive change arises when a contractor is forced to change its performance of a contract without receiving a written change order. In responding to a constructive change, contractors must bear in mind that generally the burden is on the contractor to document changes. Thus, the claimant should obtain approval for any changes from the contracting officer in a timely fashion and in writing.

Also, it is critically important to give notice of a claim for changes as soon as a compensable change to the contract is identified. Where a change is made pursuant to a Changes clause in the contract, these clauses typically grant the contractor a certain period of time (usually 30 days) within which it must assert its right to an equitable adjustment if the change order causes an increase in the contractor's cost of performance or the time required for performance.

Notice provisions generally apply to constructive changes as well. A contractor should give notice of an increase in cost or time of performance after it receives any written or oral order (including directions, instruction, interpretation or a determination) from the contracting officer that causes a change.

The required contents of a notice of change will vary depending on whether a particular Changes clause applies, but notice should generally include the identity of the individual requesting the change, the nature of the change and a description of the additional work required by the change. A notice should also request confirmation of the authority of the



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Legal Insights *continued*

government representative directing the change.

Exceptions to the notice requirement exist under at least three circumstances. First, where the responsible government officials are aware, or should be aware, of the facts giving rise to the claim. Second, where the government has actual knowledge of the facts underlying the claim. In this event, the burden is on the government to establish it was prejudiced by the absence of formal notice. Third, where the contracting officer issues a decision on the merits of a claim without regard to the lack of notice.

Contractor Must be Damaged by the Government

No matter what the government might do wrong in soliciting or administering a contract, a valid claim does not exist unless the contractor has sustained some type of damage as a result of the agency's acts or omissions. The claim must include proof of an unfavorable cost impact. Such proof requires invoices, correspondence or other evidence specifically demonstrating actual payment of additional costs, over and above the costs the contractor otherwise would have otherwise have incurred. Cost estimates are usually not sufficient.

Where lost profits are alleged, a contractor must show: (1) the lost profits are the proximate result of the government's conduct, (2) there would have been a profit but for the agency's acts or omissions, and (3) there is some basis upon which a reasonable estimate of the lost profits can be made. Moreover, a contractor is not entitled to a profit above the amount it would have earned had the contract been performed as anticipated.

Claim Must Not be Released

If all the other required elements of a claim exist, a contractor will still be unable to pursue that claim if the claim has been released. Potential claims can be forfeited by the contractor executing a release in exchange for final payment under the contract. Typically, contractors are required to sign a release of all claims arising under a contract when final payment is tendered. If a claim or potential claim is pending at the time of final payment, then the contractor must insist on language in the release preserving the contractor's right to pursue the claim. Without such language, the claim will be barred once final payment has been made.

The same problem may arise when the government offers a bilateral contract modification. If the agency agrees to modify the contract in response to a potential claim, that modification will usually include a release of all claims arising from the circumstances that prompted the modification. If the proposed bilateral modification does not offer full compensation, the contractor ought to refuse to sign the modification unless it is willing to forego pursuing the remainder of its claim. Should the contractor instead decide to preserve its claim, the agency would likely issue a unilateral modification that the contractor is not required to sign.

Viable Claim Requires the Contractor's Attention

As the above checklist demonstrates, a viable claim consists of more than just contesting a wrongful governmental

act or omission. Contractors planning to assert a contract claim must be alert to all the requirements that constitute a viable claim if they expect to realize a recovery. •

Ross is a partner in the Albuquerque office of Lewis Roca Rothgerber Christie LLP where his practice emphasizes government contracts. This article is intended for general information only and should not be construed as legal advice or opinion. Any questions concerning your legal rights or obligations in any particular circumstance should be directed to your lawyer.

President's Corner

by Michael Emerson



PACA Members – I truly enjoyed serving as your President during my one-year term ending in March. It has been an honor to lead an organization with so many vital and engaging members.

The past year yielded many successes for PACA, including a membership increase of almost 40% over the previous year. We had many returning members from years past, but also new members who see PACA as an excellent way to network and learn of business opportunities. Several new and old members became sponsors of PACA along the way. Also, our members stepped up to fill all the open positions on the Board of Directors in preparation for the upcoming March elections.

Expanding the Briefing for Industry (BFI) an extra half day was such a hit with attendees and speakers, that BFI 2017 is expanded to three full days in August. We expect record attendance again this year as we attract more dynamic DoD speakers to brief us on their upcoming procurements and initiatives. Look for announcements in the coming months. If you are interested in helping out with BFI, please contact BFI Chairman, **Ron Unruh**.

It is now time for me to welcome Vice President **Mark Menicucci** as our new President starting in April. I am confident Mark will bring a fresh perspective to PACA and continue to grow upon our success of the past year. I am equally confident that you will give him the same support that you have given me.

The Board also extends gratitude to longtime PACA member **Stuart Purviance** who has stepped up to fill the Program Officer position recently vacated by **Don Nash**; thank you Don for a job well done! Stuart retired last summer after 19 years as Executive Director of the Kirtland Partnership Committee. Very well connected and respected in the industry, no one is better equipped to serve as Program Officer.

Thank you all for your enthusiasm and continuing support to PACA and for the privilege to serve as President of this great organization. •

Cost Implications of Paid Sick Leave Requirements

by Jennifer Yildiz

In September 2015, President Barack Obama signed Executive Order 13706 requiring some federal contractors to provide a minimum of seven days of paid sick leave to covered employees annually. It provides specific guidance on the types of contracts that are subject to this requirement; which employees are eligible for this benefit; methods for accrual; requirements for the use of paid sick leave; connection to other laws; obligations of involved parties; and enforcement. In this article, we'll touch on the accounting implications of the specific costs related to the paid sick leave rule.

The first thing to consider is applicability. This rule will apply to four types of new contracts entered into on or after January 1, 2017: construction contracts covered by the Davis-Bacon Act; service contracts covered by the Service Contract Act; concession contracts; and contracts in connection with federal property or lands and related to offering services to federal employees or the general public. The paid sick leave rule will also apply to all tiers of subcontracts that are paid under covered prime contracts. This rule does not, however, apply to manufacturing or sales of products to the federal government that are subject to the Walsh-Healey Public Contracts Act.

Summary of Paid Sick Leave Requirements for All New Contracts

- Employees will accrue one hour of paid sick leave for every 30 hours they work on a covered contract, up to 56 hours annually.
- This leave can be accrued as earned or it can be awarded at the beginning of the year for use throughout the year.
- The employer can limit paid sick leave for each employee to 56 hours annually or for any point in time and can allow carryover.
- The employer is not required to pay out the balance of paid sick leave when an employee resigns or is terminated, but is required to track the balance and notify the employee periodically of the balance.

If your company already has paid sick leave as a benefit for employees, you may already meet these requirements and this new rule may not have a significant impact. However, if paid sick leave will be new for your company, there are some accounting implications to consider for a smooth implementation.

If you've determined that your new contracts are affected, you will need to decide how your company will award and track paid sick leave. Since the requirement is only for employees who work on new covered contracts, you could choose an accounting method that awards paid sick leave only to applicable employees. However, this requires detailed tracking of hours worked on the covered contracts, as well

as a system for accruing one hour of paid sick leave each time an employee reaches the 30-hour threshold on covered contracts.

It is also important to consider that while you may be able to track how many hours direct employees work on covered contracts, this may not be possible for indirect employees. The rule states that indirect employees would be treated as if they work on covered contracts 100% of the time, and would therefore accrue the maximum 56 hours annually. This accounting method meets the minimum requirements but requires additional effort to identify and track certain employees' hours differently. Additionally, some employees would receive different benefits than others, which could expose the company to legal risks.

There are some less complicated alternatives. One option that may require less effort for tracking would be to award 56 hours at the beginning of the year to eligible employees and account for its use throughout the year. Still another method would be to award 56 hours annually to every employee, eligible or not; however, this may be at a greater cost to the company.

So, how do you decide which method to use to award and track paid sick leave? A cost-benefit analysis can help. Paid sick leave may be accrued based on each employee's hourly cost to the company. In general accounting terms, it increases expenses on the income statement and adds a liability on the balance sheet. In contract accounting terms, it's important to examine the impact of the cost in order to determine an allocation method for cost recovery.

If paid sick leave is accrued for all employees equally, one option is to include it in the fringe pool. This allows for minimum tracking, recovery through application of the rates at the time of invoicing, and the ultimate impact could easily be measured by the change in the fringe rate. Keep in mind that this may be helpful in estimating costs for future proposals as well.

If paid sick leave is accrued for only eligible employees, the overall cost of sick leave for the company may be reduced and some costs may qualify as directly reimbursable costs. However, this requires detailed tracking of hours for each employee, which should be considered as part of the cost of implementing this method.

Once the accounting method has been determined, it may also be helpful to create a company policy that reflects compliance with the requirement and provides instruction to your human resources and accounting staff. If your company chooses to accrue paid sick leave for certain employees but not others, consider consulting with an attorney who can assist with the identification of potential risks.

Although it's not expected that the Federal Acquisition



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Cost Implications ... continued

Regulation will change to reflect this new rule, there will be an increase in costs for companies that have not previously had paid sick leave. If this change affects your company's established labor rates or indirect rates, be sure to discuss the implications with your contracting officer. If you are a prime contractor with a covered contract, also consider informing your subcontractors that they will be required to comply with the rule. Additionally, if compliance with the rule will increase costs for the subcontractor, consider whether a contract modification should be issued for increased labor rates on time and materials contracts or increased fringe rates on cost-type contracts.

The cost implications for each company may vary based on the method chosen to award and account for paid sick leave. However, your company has options when choosing how to comply with Executive Order 13706. A consultant can assist you in finding the option that works best for your company's cost structure to ensure a successful implementation of this new rule. •

Jennifer is a Consulting Manager at Moss Adams and a member of its Contract Compliance and Control Solutions practice where she draws on more than 11 years' experience providing assurance services. She has performed financial statement, single audit, and compliance audit services to federal government agencies, state and local government agencies, tribal governments, health care organizations, universities, not-for-profit organizations, and federal government contractors. She can be reached at (505) 878-7260 or Jennifer.Yildiz@mossadams.com.

Call for Science and Engineering Competition Judges!

Every year PACA awards three prizes to students competing in the **New Mexico Science and Engineering Fair** in the senior (high school) categories. This year's competition will be held on the morning of Saturday, April 1 at NM Tech University in Socorro. If you are interested in serving as a judge, contact Bill Dettmer at 294-0564. Participating in the lively event promises to be as enjoyable as it is informative.

The annual Fair recognizes and rewards excellence in science, mathematics, and engineering projects carried out by junior high and high school students from throughout the state. Winners at the state level compete in the Intel International Science and Engineering Fair held in a major city every May. Los Angeles will host the 2017 Fair May 14-19.



Upcoming Luncheon Speaker



■ **March 21 – Tammie L. Johnson, Chief of the Contracting Office at Detachment 8, Air Force Research Laboratory, KAFB**

Tammie Johnson leads an 81-person organization which manages research and development contracts for the Space Vehicles and Directed Energy Directorates of the AFRL. Possessing over 30 years of experience, she has managed

contracts in a variety of environments including systems, logistics and sustainment, range management and operations, and research and development.

Ms. Johnson began her career in 1984 at Hill Air Force Base in the Minuteman and Peacekeeper program, and later became a contracting officer in the ICBM Engineering Services and Modification branch. At Kirtland Air Force Base she held positions supporting the AFRL including branch chief for the Space Integration Branch in the Space Vehicles Directorate, and Division Chief at the Optical Surveillance System Program Office.

Prior to her assignment to Detachment 8 AFRL, Ms. Johnson was employed by the KAFB Missile Defense Agency as the Contracts Team Chief for the Airborne Laser Program Office where she led a team of contracting officers and contract specialists in the management of the Airborne Laser development contracts.

She holds a B.A. (magna cum laude) in finance from the University of Utah and an M.B.A. from the University of New Mexico.

■ April 18 – Networking Forum

PACA members are encouraged to attend and bring guests



We meet the third Tuesday of each month at **Tanoan Country Club** (Rolling Hills entrance east of Eubank off Academy). Registration begins at 11:30 a.m. followed by lunch at noon. Members are admitted free and our guest fee is \$20.

To RSVP, register online at www.pacanm.org. Include your name, guest's name, and menu selection. Please RSVP by the Wednesday before the week of the meeting. •



Cyber Liability Insurance Protects You and Your Business

Provided by Mark Menicucci

As technology becomes increasingly important for successful business operations, the value of a strong cyber liability insurance policy will only continue to grow. The continued rise in the amount of information stored and transferred electronically has resulted in a remarkable increase in the potential exposures facing businesses. In an age where a stolen laptop or hacked account can instantly compromise the personal data of thousands of customers, or an ill-advised post on a social media site can be read by hundreds in a matter of minutes, protecting yourself from cyber liability is just as important as some of the more traditional exposures businesses account for in their general commercial liability policies.

Why Cyber Liability Insurance?

A traditional business liability policy is extremely unlikely to protect against most cyber exposures. Standard commercial policies are written to insure against injury or physical loss and will do little, if anything, to shield you from electronic damages and the associated costs they may incur. Exposures are vast, ranging from the content you put on your website to stored customer data. Awareness of the potential cyber liabilities your company faces is essential to managing risk through proper coverage.

Possible Exposures Covered by a Typical Cyber Liability Policy

• **Data breaches**

Increased government regulations have placed more responsibility on companies to protect clients' personal information. In the event of a breach, notification of the affected parties is now required by law. This will add to costs that will also include security fixes, identity theft protection for the affected and protection from possible legal action. While companies operating online are at a heightened risk, even companies that don't transmit personal data over the internet, but still store it in electronic form, could be susceptible to breaches through data lost to unauthorized employee access or hardware theft.

• **Intellectual property rights**

Your company's online presence, whether it be through a corporate website, blogs or social media, opens you up to some of the same exposures faced by publishers. This can include libel, copyright or trademark infringement, and defamation, among other things.

• **Damages to a third-party system**

If an e-mail sent from your server has a virus that crashes the system of a customer, or the software your company

distributes fails, resulting in a loss for a third party, you could be held liable for the damages.

• **System failure**

A natural disaster, malicious activity, or fire could all cause physical damages that could result in data or code loss. While the physical damages to your system hardware would be covered under your existing business liability policy, data or code loss due to the incident would not be.

• **Cyber extortion**

Hackers can hijack websites, networks, and stored data, denying access to you or your customers. They often demand money to restore your systems to working order. This can cause a temporary loss of revenue plus generate costs associated with paying the hacker's demands or rebuilding if damage is done.

• **Business interruption**

If your primary business operations require the use of computer systems, a disaster that cripples your ability to transmit data could cause you, or a third party that depends on your services, to lose potential revenue. From a server failure to a data breach, such an incident can affect your day-to-day operations. Time and resources that normally would have gone elsewhere will need to be directed towards the problem, which could result in further losses. This is especially important as denial of service attacks by hackers have been on the rise. Such attacks block access to certain websites by either rerouting traffic to a different site or overloading an organizations server.

Cyber liability insurance is specifically designed to address the risks that come with using modern technology; risks that other types of business liability coverage simply won't. The level of coverage your business needs is based on your individual operations and can vary depending on your range of exposure. It is important to work with a broker that can identify your areas of risk so a policy can be tailored to fit your unique situation.

As reliance on technology continues to increase, new exposures continue to emerge. As your business grows, make sure your cyber liability coverage grows with it. Consult with your insurance agent to help you analyze your needs and make the right coverage decisions to protect your operations from unnecessary risk. •

Mark is Chief Financial Officer of Menicucci Insurance Agency, LLC, an independent commercial and personal agency offering a broad range of services and insurance products worldwide. He is also our incoming PACA President. Mark can be reached at 923-9925 or mmenicucci@mianm.com.



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PACA Sponsorship Opportunities

Support to PACA in the form of sponsorships helps make the organization a success while promoting your business. The Board has recently added another sponsorship choice, the Premier Small Business sponsorship for \$1,000.

Please contact **Dar Johnson** if you have questions about sponsorships at **505-400-1639** or **d_r_johnson@comcast.net**.

ANNUAL SPONSORSHIPS of \$1,000 - \$7,500: *One time each year* space is provided for a tabletop display at a membership luncheon and the opportunity for a five minute corporate overview presentation. The table will be either in the lobby or in the banquet room, depending on the size of the room. Also, depending on room arrangement and speaker presentation, special rules may apply per event.

DIAMOND \$7,500

- Sponsor level (Diamond) recognition on PACA website.
- Corporate logo on PACA signage at luncheons and events.
- Three registrations for the PACA annual Briefing for Industry.
- Recognition included in the quarterly newsletter, PACA Pulse.
- Advance electronic list of BFI attendees.
- Special reserved seating at BFI.
- Addition of company literature or giveaways in BFI Goody Bag.

GOLD \$5,000

- Sponsor level (Gold) recognition on PACA website.
- Corporate logo on PACA signage at luncheons and events.
- Two registrations for the PACA annual Briefing for Industry.
- Recognition included in the quarterly newsletter, PACA Pulse.
- Advance electronic list of conference attendees for the BFI.
- Addition of company literature or giveaways in BFI Goody Bag.

SILVER \$3,000

- Sponsor level (Silver) recognition on PACA website.
- Corporate logo on PACA signage at luncheons and events.
- Recognition included in the quarterly newsletter, PACA Pulse.
- One registration for the PACA annual Briefing for Industry.
- Special reserved seating at BFI.
- Advance electronic list of BFI attendees.
- Addition of company literature or giveaways in BFI Goody Bag.

PREMIER SMALL BUSINESS \$1,000

The requesting sponsor must demonstrate the company is classified as a small business.

- Sponsor level (Premier Small Bus) recognition on PACA website.
- Corporate logo on PACA signage at luncheons and events.
- Recognition included in the quarterly newsletter, PACA Pulse.
- One registration for the PACA annual Briefing for Industry.
- Special reserved seating at BFI.
- Addition of company literature or giveaways in BFI Goody Bag.

SMALL BUSINESS QUARTERLY LUNCHEON \$400: (One sponsor per quarter for January, April, July, and October meetings and the December holiday party).

- Company logo on the PACA website.
- Booth at BFI.
- Two guests for the sponsored lunch.
- Corporate logo displayed on signage for the sponsored luncheon.
- Introduction as the luncheon sponsor and be allowed to present a 5-10 minute overview of company. Corporate brochures may be placed on the luncheon tables. A small business sponsor may not sponsor another luncheon for twelve months. •

WELCOME New Members!

Malini Hoover
Advanced Optical Technologies, Inc.

Derek Riewe
Menicucci Insurance Agency



PACA Membership Renewal is Due

PACA membership annual \$150* dues are now due. The fiscal year runs from April 1 to March 31. Mid-year applications will be pro-rated. You may apply and pay dues at **www.pacanm.org**. Don't miss out on membership luncheon notices and other announcements – renew today!

For more information, contact our Membership Chair, **Terel Anyaibe**, at **tanyaibe@aerotek.com** or **342-5007**.

* Dues are subject to change.

Spread the News

If you know a potential member or anyone else who would like to receive the *PACA Pulse*, please forward their e-mail address to **RoSaavedra@msn.com**.

This is your newsletter. If you would like to contribute an article, make announcements (promotion, job change, or a new product or service), please submit your newsletter contribution to the editor, Ross Crown, at **RCrown@lrrc.com** or call him at 764-5402.

Contributions are welcome! •

THANK YOU Harrison “Jack” Schmitt!



PACA extends a special thanks to Harrison Schmitt. At our February luncheon, Dr. Schmitt shared with us his epic journey to the moon aboard Apollo 17 and his thoughts on the future of man in space. His presentation was captivating, enlightening, and enjoyed by all.