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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

Agenda Item No. 8(A)(8)

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

From: Carlos A. Gimenez
Mayor

Resolution No. R-891-12

Subject: Award Recommendation for the Agreement for the Acquisition of Lost & Found Items at MIA, RFP No. MDAD-06-12, with Goodwill Industries of South Florida, Inc.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding the Non-Exclusive Operator Agreement for the acquisition of lost & found items at Miami International Airport (MIA) to Goodwill Industries of South Florida, Inc., and authorize the Mayor or his designee to execute the Agreement and exercise any cancellation, termination or renewal provisions contained therein.

SCOPE

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

DELEGATED AUTHORITY

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

FISCAL IMPACT/FUNDING SOURCE

This contract will generate revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions to MDAD include a monthly transaction fee (MTF) of $10,101.00. Annually that figure exceeds the amount that MDAD receives through the lost and found auctions. The current process is not cost effective to the Department due to the administrative costs (e.g. reassigning staff, overtime, security, auctioneer, equipment) associated with the lost and found auctions.

TRACK RECORD/MONITOR

Miami-Dade County, State of Florida, and the Federal Excluded Parties List did not reveal any negative findings on Goodwill of South Florida, Inc., or any of its officers. Private organizations and government agencies currently contracting with Goodwill reported that they were satisfied with Goodwill's levels of service, payments, and overall responsiveness. MDAD Supervisor of Terminal Operations Luis Arce will monitor the project.

BACKGROUND

MDAD advertised the subject RFP on May 8, 2012, for proposals to purchase and transport qualifying unclaimed items from MIA's Lost & Found facility on a monthly basis. Items will be purchased in totality at the agreed-upon monthly transaction fee. The operator agrees to buy all items "as is" without any sorting or culling in order to avoid excessive time handling the items on airport property.

The Evaluation/Selection Committee met on June 28, 2012, and reviewed the proposal submitted by the sole proposer, Goodwill Industries of South Florida, Inc. The Committee then recommended opening the sole price proposal from Goodwill. After discussing the price proposal, the Committee recommended awarding the Agreement to Goodwill Industries of South Florida, Inc.

PROJECT:	Acquisition of Lost & Found Items at MIA
PROJECT NO.	RFP No. MDAD-06-12
USING AGENCY:	Miami-Dade Aviation Department
COMPANY NAME:	Goodwill Industries of South Florida, Inc.
COMPANY PRINCIPAL(S):	Joseph P. Lacher, Board Member Sherril W. Hudson, Board Member Laurence A. Deets, Board Member Ronald Murfin, Board Member
LOCATION OF COMPANY:	2121 NW 21st Street, Miami, Florida 33142
GENDER/ETHNICITY:	Non-Profit Organization
YEARS IN BUSINESS:	52 years
CONTRACT MEASURES:	No measure – revenue generating.
PREVIOUS AGREEMENTS: WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	No contracts with Miami-Dade County within the last five years.
TERM:	Two years with five separate one-year options to renew at the County's sole discretion, on the same terms and conditions

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: November 8, 2012

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

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

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)(8)
11-8-12

RESOLUTION NO. R-891-12

RESOLUTION APPROVING AWARD OF OPERATOR AGREEMENT FOR THE ACQUISITION OF LOST AND FOUND ITEMS AT MIAMI INTERNATIONAL AIRPORT TO GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC., PROVIDING FOR PAYMENTS TO THE COUNTY OF $10,101.00, PER MONTHLY TRANSACTION, AND FOR A TERM OF TWO (2) YEARS, WITH FIVE (5) SEPARATE ONE (1) YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Operator Agreement at Miami International Airport between Miami-Dade County (the County) and Goodwill Industries of South Florida, Inc., in substantially the form attached hereto and made a part hereof, providing for payment to the County in the form of a monthly transaction fee of ten thousand one hundred one dollars ($10,101.00), and for a term of two (2) years, with five (5) separate one (1) year options to renew; all as more particularly set forth in the attached memorandum from the Mayor. This Board authorizes the Mayor or Mayor's designee to execute the Agreement, for and on behalf of the County, and to exercise the renewal and termination provisions therein.

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

Joe A. Martinez, Chairman	**aye**		
Audrey M. Edmonson, Vice Chairwoman	**absent**		
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. 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: **Christopher Agrippa**
Deputy Clerk

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

Cynji Lee

OPERATOR AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC.

FOR ACQUISITION OF LOST AND FOUND ITEMS

AT

MIAMI INTERNATIONAL AIRPORT

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Exhibit 2 – Intent of Proceeds Affidavit
Exhibit 3 - Executed Affidavits & Certificate of Insurance

DEFINITIONS

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

The terms **"Agreement"** shall mean this Agreement including all exhibits and attachments thereto and a part thereof entered into by Miami-Dade County and the entity that operates the Acquisition of Lost & Found Items at MIA.

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

The term **"Board"** shall mean 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, Florida, a political subdivision of the State of Florida.

The term **"Date of Execution"** shall mean the day upon which this Agreement is executed by the County Mayor of Miami-Dade County or his/her designee.

The term **"Days"** shall mean calendar days, unless specifically otherwise designated.

The term **"Department"** or **"MDAD"** shall mean the Miami-Dade Aviation Department.

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

The term **"Effective Date"** shall mean the tenth (10th) business day after the date of execution by the County Mayor and attested by the Clerk of the Board of the Agreement.

The term **"Extension"** shall mean five (5) separate one (1) year periods.

The term **"Lot"** shall mean the accumulated unclaimed items within a calendar month.

The term **"Monthly Transaction Fee" or ("MTF")** shall mean as described in Sub-Article 3.01 of this Agreement.

The term **"Operator"** shall mean the entity which operates the Acquisition of Lost & Found Items at MIA.

The term **"State"** shall mean the State of Florida.

The term **"Transaction"** shall refer to the exchange of goods between the Operator and the Miami-Dade Aviation Department.

The term **"TSA"** shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.

The words **"Work"**, **"Services"**, **"Program"**, **"Project"** or **"Engagement"** shall mean all matters and things that shall be done by the Operator in accordance with Sub-article 2.01 of this Agreement, Exhibit 1, "Scope of Services" and the terms and conditions of this Agreement.

FORM OF AGREEMENT FOR ACQUISITION OF LOST AND FOUND ITEMS AT MIAMI INTERNATIONAL AIRPORT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2012, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and Goodwill Industries of South Florida, Inc. ("Operator"), a 501(c) (3) not-for-profit corporation authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS, the Department desires to engage an Operator to acquire Lost & Found Items; and

WHEREAS, the Acquisition of Lost & Found Items program will provide a needed service for the Airport, Department, and the County, as further described herein; and

WHEREAS, Request for Proposals, RFP No. MDAD-06-12 was issued by the County and in response to the Request for Proposals ("RFP"), the County received proposals and an award has been made to the Operator,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – TERM AND EXTENSIONS

1.01 TERM: The County hereby grants the Operator, the non-exclusive privilege and obligation to acquire Lost and Found Items at Miami International Airport. This Agreement shall terminate two (2) years, following execution of Agreement.

1.02 EXTENSION: The County reserves the right to extend this Agreement for five (5) separate one (1) year periods, upon the terms and conditions contained herein. Such right may be exercised by the Department, in its sole determination on behalf of the County.

In the event the Department elects to extend this Agreement, the Operator shall be notified, in writing, at least forty-five (45) Days prior to the then scheduled termination date of this Agreement. In the event the Department does not give such notice, this Agreement shall terminate accordingly.

1.03 REQUEST FOR PROPOSAL INCORPORATED: The Operator acknowledges that it has submitted to the County a Proposal, in response to an RFP, that was the basis for the award of this Agreement and upon which the County relied. The RFP and the Bid are incorporated into this Agreement. **IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THIS AGREEMENT AND THE RFP OR THE BID, THE TERMS OF SAID AGREEMENT SHALL GOVERN, FOLLOWED BY THE RFP AND THEN THE BID.**

ARTICLE 2 – SCOPE OF SERVICES – PROHIBITED ACTIVITIES

2.01 SCOPE OF SERVICES: The Scope of Services is as reflected in Exhibit 1 of this Agreement and Section 1.2 of the RFP.

2.02 PROHIBITED ACTIVITIES: Without limiting any other provision herein, Operator shall not, without the prior written consent of the Department which may be withheld in its sole and absolute discretion: (a) cause or permit anything to be done, or bring or keep anything which might (i) increase in any way the rate of fire insurance on the MIA Terminal Building or any of its contents, (ii) create a nuisance or annoyance or safety hazard, or (iii) obstruct or interfere with the rights of others in the MIA Terminal Building; (b) commit or suffer to be committed any waste upon the Airport; (c) use, or allow the Airport to be used, for any improper or unlawful purpose; or (d) do or permit to be done anything in any way tending to injure the reputation of the Department, the County, the Board of County Commissioners, or the appearance of the Airport.

ARTICLE 3 –PAYMENTS

3.01 MONTHLY TRANSACTION FEE: As consideration for the privileges granted the Operator herein to engage in business at MIA, the Operator shall pay to the County in U.S. funds a Monthly Transaction Fee ("MTF") of **Ten Thousand One Hundred One Dollars ($10,101.00).** MTF payments will be submitted by the Operator on the fifteenth (15th) day of the month, and shall be applied to the Transaction following such MTF payment. All MTF payments shall be made in accordance with Article 3.05 of this Agreement.

3.02 NO NEGOTIATIONS: The Operator understands and agrees that the terms and conditions of **Sub-Article 3.01 "Monthly Transaction Fee"**, are not subject to negotiation or adjustment for any reason. The only exceptions are events of force majeure as defined in **Sub-Article 21.11 "Force Majeure"**. Nor shall the County be liable for any disruptions or delays during the Term and any Extension of this Agreement. The Department will notify Operator in the event that a Transaction will be delayed or disrupted. The Transaction impacted by such interruption(s) will be re-scheduled and the Department will notify the Operator when the respective Lot will be available.

3.03 NOT USED

3.04 DISHONORED CHECK OR DRAFT: In the event the Operator delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Operator shall incur and pay a service fee of TWENTY-FIVE DOLLARS ($25.00), if the face value of the dishonored check or draft is fifty dollars ($50.00) or less, THIRTY DOLLARS ($30.00) if the face value of the dishonored check or draft is more than fifty dollars ($50.00) and less than three hundred dollars ($300.00), or FORTY DOLLARS ($40.00), if the face value of the dishonored check is three hundred dollars ($300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus damages imposed by law. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Department.

3.05 ADDRESS FOR PAYMENTS: The Operator shall pay all monies payable and identify the Lot, Transaction and the Agreement, for which payment is made, as required by this Agreement, to the following:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300

During normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7711.

By Credit Card: Miami-Dade Aviation Department
Finance Division- Cashier's Office
305-876-0652

3.06 ADDITIONAL FEES DUE: If the Department has paid any sum or has incurred any obligation or expense for which the Operator agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Operator to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed due to MDAD and subject to an additional administrative fee of twenty-five percent (25%) of such payment, obligation, or expense.

3.07 DAMAGES: If Operator does not perform under any of the covenants or terms and conditions of this Agreement, the Department may elect to impose the financial damages described below, as a result of the violation(s), on a daily basis, in addition to any other remedies available by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	Fee
Violation of Permitted Use	$ 100 per Day/per
Unauthorized Advertising	$ 50 per Day/per
Violations of other terms and conditions	$ 75 per Day/per

The foregoing is due and payable from the Operator

3.08 ANNUAL IRS FORM 990: Within ninety (90) Days of each anniversary of the Effective Date of this Agreement and within ninety (90) Days following expiration or earlier termination of this Agreement, the Operator shall, at its sole cost and expense, provide to the Department the most recently filed informational tax return Internal Revenue Service (IRS) Form 990.

3.09 LATE PAYMENT: In the event the Operator fails to make any payments as required to be paid under the provisions of this Agreement within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. Such rate is currently 1½% delinquency charge per month.

ARTICLE 4 – NOT USED

ARTICLE 5 – STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations, which the Operator agrees to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Operator. The Department shall provide the Operator with reasonable prior written notice, not less than thirty (30) Days, prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

The Operator shall implement and comply with all amended requirements, and shall immediately implement and comply with any rules and regulations promulgated for safety or security reasons.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

A. No Other Obligation of Department: The Operator acknowledges that the Department has made no representations or warranties concerning the suitability of the operation or for the Operator's use or for any other use, and that except as expressly provided in this Agreement.

1. The Operator hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, equipment needed to operate, that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.

2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the Operator by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.

3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurement or value and any inaccuracy in such statements of measurements or values shall not give rise to any claim by the Operator under or in connection with this Agreement.

4. The Department shall not be liable to the Operator for any loss of business or damages sustained by the Operator as a result of any change in the operation or configuration of, or any change in any procedure governing the use of MIA.

ARTICLE 7–NOT USED

ARTICLE 8 – NOT USED

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

9.01 NO ASSIGNMENT: The Operator shall not assign, transfer, pledge or otherwise encumber this Agreement, without the prior written consent of the Department.

9.02 OWNERSHIP OF THE OPERATOR: Since the ownership, control, and experience of the Operator were material considerations to the County in the award of this Agreement, the Operator shall take no actions which shall serve to transfer or, sell majority ownership or control without the prior written consent of the Department.

9.03 CHANGE OF CONTROL: If Operator is a corporation, the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty percent (50%) of the stock) that result in a change of control shall be deemed an assignment of this Agreement for purposes of this **Article 9 "Assignment and Ownership"**. If the Operator is a partnership, transfer of any interest in the partnership, which results in a change in control, shall be deemed an assignment of this Agreement.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF OPERATOR: The Operator shall indemnify, defend, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Operator or its employees, agents, servants, partners, principals or any other persons. The Operator shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Operator expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Operator shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 11 – INSURANCE

11.01 INSURANCE REQUIRED OF OPERATOR: Within thirty (30) days after the Date of Execution, the Operator shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33152-5504 for approval. All insurance shall be maintained throughout the Term and any Extension of this Agreement.

The limits for each type of insurance may be revised upon review and approval of the Operator's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Operator must show coverage has been obtained that meets the requirements as outlined below:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to this coverage.

   The Commercial General Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Operator in the performance of this Agreement.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $500,000* per occurrence for Bodily Injury and Property Damage combined.

   *Under no circumstances is the Operator allowed on the Airside Operation Area ("AOA") without increasing automobile coverage to $5,000,000 as approved by the Risk Management Office.

11.02 CERTIFICATE OF CONTINUITY: The Operator shall be responsible for assuring that the insurance certificates required in conjunction with **Article 11 "Insurance"** remain in force for the duration of this Agreement, including the Extension, if applicable. If insurance certificates are scheduled to expire during the Term of the Agreement, the Operator shall be responsible for submitting new or renewed insurance certificates for its operations to the Department's Risk Management Unit at a minimum of thirty (30) Days before such expiration.

Insurance certificates will show that no modification or change in insurance shall be made without thirty (30) Days written advance notice to the certificate holder.

11.03 INSURANCE COMPANY RATING REQUIREMENTS: All insurance policies required above from the Operator shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

11.04 CANCELLATION OF INSURANCE OR BONDS: Cancellation of any insurance or bonds, or non-payment of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.

11.05 RIGHT TO EXAMINE: The Department reserves the right, upon reasonable notice and at the County's sole cost and expense, to examine the original policies of insurance of the Operator (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Operator agrees to permit such inspection at the offices of the Operator. In addition, upon request (but no later than five (5) Days from the date of request, unless such longer period is agreed to by the Department) the Operator agree to provide copies to the Department, at the Operator's sole cost and expense.

11.06 PERSONAL PROPERTY: Any personal property of the Operator placed on Airport property shall be at the sole risk of the Operator and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

11.07 SURVIVAL OF PROVISIONS: The provisions of **Article 11 "Insurance"** shall survive the expiration or earlier termination of this Agreement.

ARTICLE 12– DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT: A default shall mean a breach of this Agreement by the Operator (an "Event of Default"). In addition to those defaults defined in **Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults"**, and **Sub-Article 12.04 "Habitual Default"**, an Event of Default, may also include one (1) or more of the following occurrences:

(A) The Operator has violated the terms and conditions of this Agreement;

(B) The Operator has violated the terms of Exhibit 1 and Exhibit 2;

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

(D) The occurrence of any act, which operates to deprive the County of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;

(E) Abandonment or discontinuance of operations by Operator of its business by any act(s) of Operator;

(F) Any persistent violation on the part of Operator, its agents or employees of the traffic rules and regulations of the County at Airport or disregard of the safety of persons using the Airport, upon failure by Operator to correct the same;

(G) Failure on the part of Operator to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Operator being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute;

(H) The Operator has failed to obtain the approval of the Department where required by this Agreement;

(J) The Operator has failed to provide adequate assurances as required under **Sub-Article 12.10 "Adequate Assurances"**;

(K) The Operator has failed in a representation or warranty stated herein; or

(L) The Operator has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

12.02 PAYMENT DEFAULT: Failure of the Operator to make MTF payments required to be paid herein when due and fails to cure the same within five (5) Days after written notice shall constitute a default, and the Department may, at its option, terminate this Agreement after five (5) Days notice in writing to the Operator.

12.03 OTHER DEFAULTS: The Director shall have the right, upon thirty (30) Days written notice to the Operator, to terminate this Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within thirty (30) Days after written notice; provided, however, that if it is not reasonably possible to cure such failure within such thirty (30) Day period, such cure period may be extended for an additional period of such duration the Department shall deem appropriate without waiver of any of the Department's rights hereunder, if within the thirty (30) Days after such written notice the Operator commences to cure such default and thereafter diligently and continuously continues to cure such default:

(A) Failure of the Operator to comply with covenants of this Agreement other than those that constitute default pursuant to **Sub-Article 12.02 "Payment Default"**.

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

(C) Any Event of Default.

12.04 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Operator has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Operator, regardless of whether the Operator has cured each individual condition of breach or default as provided for in **Sub-Article 12.02 "Payment Default"** and **Sub-Article 12.03 "Other Defaults"** above, the Operator may be determined by the Director to be an "habitual violator". At the time that such determination is made, the Director shall issue to the Operator a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Operator that there shall be no

further notice or grace periods to correct any subsequent breach(s) or default (s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Director may terminate this Agreement upon the giving of written notice of termination to the Operator, such termination to be effective upon the seventh (7) Day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Operator shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Operator shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with **Sub-Article 12.11 "Actions at Termination"** hereof.

12.05 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE: If an Event of Default occurs, the Director shall notify the Operator by sending a written notice of default, specifying the basis for such Event of Default, and advising the Operator that such default must be cured immediately or this Agreement with the Department may be terminated. The Operator can cure and rectify the Event of Default, to the Department's satisfaction, within thirty (30) Days from Operator's receipt 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 Department's rights hereunder, so long as, the Operator 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 notice of default shall specify the Termination Date by when the Operator shall discontinue the services.

12.06 NOT USED

12.07 TERMINATION FOR ABANDONMENT: This Agreement may be terminated by the County upon the voluntary discontinuance of Operator's services at the Airport unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Operator from providing services. Such termination shall constitute an event of default, and the County shall be entitled all remedies for such default provided for in this Agreement.

12.08 TERMINATION FOR CAUSE: The County may terminate this Agreement, effective immediately if: (i) Operator 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 Operator is convicted of a felony during the term of this Agreement or any Extension Period, or (iv) if Operator is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, 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's debarment procedures. The Operator may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.09 TERMINATION FOR CONVENIENCE: The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department.

12.10 ADEQUATE ASSURANCES: When, in the opinion of the Department, reasonable grounds for uncertainty exist with respect to the Operator's ability to perform the work or any portion thereof, the Department may request that the Operator, within the time frame set forth in the Department's request, provide adequate assurances to the Department, in writing, of the Operator's ability to perform in accordance with terms of this Agreement. In the event that the Operator fails to provide to the Department the requested assurances within the prescribed time frame, the Department may:

1. Treat such failure as a repudiation of this Agreement; and
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

12.11 ACTIONS AT TERMINATION: The Operator shall, upon receipt of such notice to terminate, and as directed by the Department:

(A) Stop all work as specified in the notice to terminate;

(B) Take such action as may be necessary for the protection and preservation of Department materials and property.

ARTICLE 13 – CLAIMS AND TERMINATION BY OPERATOR

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Operator has any claim against the County, arising under this Agreement, it will be made in writing within thirty (30) Days of the occurrence of the event to the Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Operator at the address furnished in **Sub-Article 18.09 "Notices"**. The decision of the Director will be final and conclusive unless, within thirty (30) Days from the date of receipt of such copy, the Operator mails or otherwise furnishes to the Department a written appeal addressed to the Mayor. The decision of the Mayor, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) Days of the Operator's receipt of such decision, the Operator files an action in a court of competent jurisdiction.

In connection with any appeal proceeding under this provision, the Operator shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Operator shall proceed diligently with the performance of this Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Director or the Mayor shall be cause for termination of this Agreement in accordance with **Sub-Article 12.03 "Other Defaults"**. The failure of the Operator to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Operator shall have the right, upon thirty (30) Days written notice to the County to terminate this Agreement, without liability to the County, at any time after the occurrence of one or more of the following events:

(A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the injunction remaining in force for a period of more than one hundred-eighty (180) Days.

(B) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the Department to remedy such breach for a period of one hundred-eighty (180) Days after receipt of written notice from the Operator of the existence of such breach.

(C The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the Airport or any substantial part, or parts thereof, in such a manner as substantially to restrict the Operator's provision of services for a period of one hundred-eighty (180) Days.

ARTICLE 14 – NOT USED

ARTICLE 15- RULES, REGULATIONS AND PERMITS

15.01 RULES AND REGULATIONS: The Operator shall comply with the Ordinances of the County including Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder by the Department, all additional laws, statutes, ordinances, regulations and rules of the federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Implementing Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement. The Department shall notify the Operator by sending a written notice, specifying the violation or infraction, and advising the Operator that such violation(s) or infraction(s) must be cured within the specified timeframe delineated in the notice or this Agreement with the Department may be terminated.

15.02 VIOLATIONS OF RULES AND REGULATIONS: The Operator agrees to pay, on behalf of the County, any penalty, assessment or fine issued against the County, or the Department to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or County governments based in whole or substantial part upon a claim or allegation that the Operator, or its employees, have violated any law, ordinance, regulation or rule described in **Sub-Article 15.01 "Rules and Regulations"** or any plan or program developed in

compliance therewith. This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subcontractor or subleasing. The Department shall notify the Operator by sending a written notice, specifying the violation or infraction, and advising the Operator that such violation(s) must be cured within the specified timeframe delineated in the notice or this Agreement with the Department may be terminated.

15.03 PERMITS AND LICENSES: The Operator shall obtain, pay for and maintain on a current basis and make available to the Department upon request, all permits and licenses as required for the performance of its services.

ARTICLE 16 – GOVERNING LAW

16.01 GOVERNING LAW - VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

16.02 NOTICE OF COMMENCEMENT OF CIVIL ACTION. In the event that the County or the Operator commence a civil action in the state or federal courts for Miami-Dade County, where such action is based in whole or in part upon an alleged breach of this Agreement, the County and the Operator agree to waive the procedures for initial service of process mandated by Chapters 48 and 83 of the Florida Statues, by Rule 1.070 of the Florida Rules of Civil Procedure, and by Rule 4(c) of the Federal Rules of Civil Procedures. In such event, the County and the Operator agree to submit to the jurisdiction of the court in which the action has been filed when initial service has been made either by personal service or by certified mail, returned receipt requested upon the representatives of the parties indicated in **Sub-Article 18.09** of this Agreement, with a copy provided to the County Attorney and the attorney, if any, which the Operator has designated in writing. Notwithstanding the foregoing, and in addition thereto, the Operator, if a corporation, shall designate a registered agent and a registered office and file such designation with the Florida Department of state in accordance with Chapters 48 and 607 of the Florida Statues.

ARTICLE 17 – TRUST AGREEMENT

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

17.02 ADJUSTMENT OF TERMS AND CONDITIONS: If at any time during the Term or any Extension thereto, as applicable, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the MTF, fees and charges required to be paid hereunder to the Department by the Operator are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust any fees or charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that terms and conditions and the fees and charges payable by the Operator shall not thereafter be unjustly discriminatory and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the fees and charges required to be paid to the County, pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions upon the issuance of written notice from the County to the Operator.

17.03 INSPECTIONS: The authorized employees and representatives of the County and of any applicable federal or state agency having jurisdiction hereof shall have the right of access to any storage/support spaces at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the County to inspect and shall impart no liability on the County should it not make such inspection(s).

17.04 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. The audit cost shall also be included in all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and lease agreements; (e) concessions and other rental agreements; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service agreements under $1,000; (i) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

ARTICLE 18 – OTHER PROVISIONS

18.01 NOT USED

18.02 NOT USED

18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

18.04 ADMINISTRATIVE MODIFICATIONS: It is understood and agreed that the Department, upon written notice to the Operator, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of **Sub-Article, 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**.

18.05 NOT USED

18.06 NOT USED

18.07 DEPARTMENT RIGHTS: The Operator shall be liable for any physical damage caused by the Operator, its employees. The liability shall encompass: (i) the Operator's repair of the damage, or if the damages cannot be repaired, payment to the Department of the fair market value replacement cost; and (ii) any other such damages to the Department arising from the physical damage caused by the Operator and its employees. The County may also initiate an action for specific performance and/or injunctive relief.

18.08 FEDERAL SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future agreements between the Department 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.

18.09 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:
(Mailing Address)
Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504
or (physical address):
Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor
Miami, FL 33122

To the Operator:

Goodwill Industries of South Florida, Inc.
2121 NW 21st Street, Miami, Florida 33142
Attention: Executive Office

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.

18.10 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 provisions of this Agreement shall be severable.

18.11 RIGHTS RESERVED TO DEPARTMENT: All rights not specifically granted to the Operator by this Agreement are reserved to the Department.

18.12 COUNTY LIEN: The County shall have a lien upon all personal property of the Operator to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.

18.13 AUTHORIZED USES ONLY: The Operator shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department on or invalidate any insurance policies of the Department or any policies of insurance written on behalf of the Operator under this Agreement.

18.14 NO WAIVER: There shall be no waiver of the right of the Department 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 Operator unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the Department to demand strict performance of the provisions, terms and covenants of this Agreement with performance hereof by the Operator.

18.15 AIRPORT SECURITY PROGRAM: Operator agrees to observe all federal, state and local laws, rules and security requirements applicable to Operator's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations, and Title 49, Part 1542 of the Code of Federal Regulations. Operator agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County or the Department, and to take such steps as may be necessary or directed by County or the Department to insure that employees, invitees and guests observe these requirements. If required by the Department, Operator shall conduct background checks of its employees in accordance with applicable

federal, state or local laws. The Department shall have the right to require the removal or replacement of any employee of Operator at the Airport that the Department has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of the Operator or employees, invitees or guests, County incurs any fines and/or damages imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Operator agrees to pay to County all such costs and expenses, including all costs of any administrative proceedings, court costs, and attorneys' fees and costs incurred by County in enforcing this provision. Operator further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Operator fails to remedy any such deficiency, County may do so at the cost and expense of Operator. Operator acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

18.16 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 other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

18.17 MODIFICATIONS: This Agreement may be modified and revised in writing and dully executed by the parties hereto. Such modification may be made unilateral by the Department only as permitted pursuant to **Sub-Article 18.04 "Administrative Modifications", Sub-Article 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**. Any oral representation or modification concerning this Agreement shall be of no force or effect. 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.

18.18 NOT USED

18.19 TRADEMARKS AND LICENSES: The Department may, from time to time, require the Operator 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 Department 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 Operator and the Department, on behalf of the Department granting the Operator 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 using party.

18.20 HEADINGS: The headings of the various Articles and Sub-Articles 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.

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

18.22 GOVERNMENTAL DEPARTMENT: 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.

18.23 INDEPENDENT CONTRACTOR: The Operator shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Operator in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Operator under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Operator represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Operator to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the contractor for any reason.

ARTICLE 19 – NOT USED

ARTICLE 20 - WAIVER OF CLAIMS

The Operator hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Operator hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay which substantially impedes the Operator's ability to operate or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Operator hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

21.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY: This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the County and the State of Florida, or its boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the

Airport, the execution of which may be required as a condition precedent to the expenditure of federal, State, County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

21.02 RIGHT TO AMEND: In the event that the Federal Aviation Administration or its successors 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, Operator hereby consents to any and all such modifications and changes as may be reasonably required.

21.03 OPERATOR COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Operator on behalf of itself, successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Operator shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Operator shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status.

2. Operator will provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish this information, Operator shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

4. Operator assures County that no person shall be excluded on the grounds or race, creed, color, national origin or gender from participating in or receiving the

services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time.

5. Operator further assures County that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Airport.

6. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or gender in connection with the award or performance of any agreement covered by 49 C.F.R. Part 23, Subpart F.

b) Operator agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. County may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Operator agrees that it will adopt such requirements as part of this Agreement.

21.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term and any Extension, if applicable, this Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission or FAA rulings or opinions. This Sub-Article shall not preclude Operator from contesting said rulings or opinions, but the Operator 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.

21.05 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: The Operator agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided hereunder, as required to permit the Department's capital expansion projects to be planned and constructed by the Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by the Operator and delivery to the Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.

21.06 REMEDIES: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

21.07 NOT USED

21.08 NOT USED

21.09 INTEREST: Any sums payable to the Department by the Operator under any provisions of this Agreement, which may be amended from time to time, which are not paid when due shall bear interest at the rate of one and one half percent (1 1/2%) per month as established by the Board from the due date thereof until paid.

21.10 MISCELLANEOUS PROVISIONS: The Operator and/or its employees shall promptly observe and comply with applicable provisions of all federal, State, and local statutes, ordinances, regulations and rules which govern or apply to the Operator or to its services or operations hereunder.

1. The Operator shall, at its own cost and expense, procure and keep in force during the Term and any Extension thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Operator to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Operator's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the County hereunder, on the rights and privileges granted to the Operator herein, and the Operator shall make and file all applications, reports, and returns required in connection therewith.

2. The Operator agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Operator or any of its officers or employees or invitees to the Airport or any equipment or property located thereon.

3. The Operator is not authorized to act as the County's agent hereunder and shall have no authority, express or implied, to act for or bind the County hereunder and nothing contained in this Agreement shall be deemed or construed by the County or the Operator or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the County the joint employer of any employee of the Operator.

4 The County shall have the right during the Operator's normal business hours (and at any time during an emergency) to inspect the operation of the Operator, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.

5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

6. Time is expressed to be the essence of this Agreement.

7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

8. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contain herein.

9. Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the County, or if a determination or judgment is to be made by the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the County or the County.

10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. The Operator shall comply with these requirements.

21.11 FORCE MAJEURE: Strictly in relation to the obligations of each party to the other under this Agreement, and not for any other purpose or for any benefit of a third party, each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of the Operator, embargoes, general shortages of labor, equipment, materials or supplies in the open market, acts of God, acts of the public enemy, acts of governmental authority, including, without limitation, the FAA, the DOT, the TSA, the EPA, the DOJ, or civil and defense authorities, extreme weather conditions, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

21.12 ENTIRE AGREEMENT: This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Operator hereby affirms the completeness and accuracy of the information provided by Operator to County in their Proposal, and in all attachments thereto and enclosures therewith, submitted by Operator to County in connection with the award of this Agreement. None of the provisions, terms or conditions contained in the Agreement may be modified or otherwise altered except as may be specifically authorized by **Sub-Article 18.04** or the Sub-Articles stated therein, or by written instrument executed by the parties hereto.

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

OPERATOR:

Goodwill Industries of South Florida, Inc.
2121 NW 21st Street, Miami, Florida 33142

ATTEST:

Secretary

Laurence A. Deets, Secretary

By: _____
Operator - Signature

Name: Dennis Pastrana

President and CEO

Corporate Seal

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

Approved for Form
and Legal Sufficiency

Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

EXHIBITS

OPERATOR AGREEMENT FOR ACQUISITION OF LOST & FOUND ITEMS AT MIAMI INTERNATIONAL AIRPORT

EXHIBIT 1

Acquisition of Lost & Found Items Operator Agreement at MIA
Scope of Services

Through the Agreement, the Operator will purchase and transport qualifying unclaimed items from Miami International Airport's (MIA) Lost & Found (L&F) facility on a monthly basis. The items will be purchased by the Operator in their totality, at an agreed upon flat rate as defined herein. Operator agrees to buy all items "as is" without any sorting or culling to avoid excessive time spent handling the items on Airport property.

Items left at Miami International Airport's common use areas by customers will be turned over to the Miami-Dade Aviation Department's (MDAD) Lost & Found facility. There, the items are inventoried, tagged and stored for release to the identified owner for thirty days (30), as per State of Florida Statute705.182. MDAD shall examine every L&F item to try to ascertain the ownership of same; for example, luggage is examined for wallets/purses or other owner-identifying information within each piece. Every reasonable effort shall be made by the Department to contact all identified owners. The unclaimed items that have met the established timeframes will then be examined and organized by MDAD into one (1) L&F lot to be sold to the Operator "as is" on a monthly basis, with the following exclusions:

1. Cash, securities, and other monetary instruments
2. Firearms, explosives, and other dangerous substances
3. Illegal and prescription drugs
4. Mobile Phones and Mobile Internet Devices (MID's) and all related accessories.
5. Contraband (e.g. goods that evade duty or are prohibited by law from being taken into or out of a country)
6. Computer, office and photographic equipment that has functional ability for MDAD
7. All jewelry items will be retained for an additional 30 days (for a total of 60 days), and if not claimed by its owner will be provided to the Operator
8. <u>From time to time, a small number of empty luggage bags will be provided to law enforcement agencies for testing and training purposes.</u>

Subject to the terms of this Agreement, the Operator will purchase and transport Lots of unclaimed items from Miami International Airport's (MIA) Lost & Found (L&F) facility on a monthly basis. The items will be purchased in their totality, at the agreed upon Monthly Transaction Fee, as defined herein. Operator agrees to buy all items "as is" without any sorting or culling to avoid excessive time spent handling the items on Airport property. In addition to these, the Operator will provide and comply with the following:

a) **EQUIPMENT**- Operator should possess reliable, safe equipment to transport Lost & Found Items from Airport property.

b) **LOGISTICS-** Operator shall coordinate and schedule collection of Lost & Found Items through Department staff.

c) **OPERATIONAL REQUIREMENTS-** Operator acknowledges that the operational requirements of the Airport as an airport facility, including without limitation, security requirements, are of paramount importance. Operator acknowledges and agrees that it must conduct its business in a manner that does not conflict with the operational requirements of the Airport as an airport facility and that fully accommodates those requirements.

Operator must:

i. Comply with all Airport rules and regulations; and

ii. Cause all deliveries and dispatches of merchandise, supplies, fixtures, equipment and furniture to be made and conveyed to or from the Airport by means and during hours established at the Department's sole discretion. Operator may not at any time park its carts or other delivery vehicles in common areas; and

iii. Not park within the parking areas of the Airport except in those areas, if any, designated by the Department pursuant to permits obtained from the Airport's Airside or Landside Division(s). Nothing herein shall imply that Operator shall be able to secure any on-Airport parking privileges: and

d) **MANAGEMENT/PERSONNEL.-** Operator shall at all times retain at least one qualified representative authorized to represent and act for it in matters pertaining to its operation, and shall keep the Department informed in writing of the identity of each such person.

The collection of L&F salvaged items from MIA, processing, and use of the monetary proceeds resulting from the sale of such goods must be conducted by said Successful Proposer and not by a licensee, subconsultant, subcontractor or agent of the Successful Proposer.

EXHIBIT 2

MIAMI INTERNATIONAL AIRPORT

INTENT OF PROCEEDS AFFIDAVIT

This is to certify that, [Goodwill Industries of South Florida, Inc.] ("Operator") agrees that all monetary proceeds resulting from the sale of Lost and Found salvaged items acquired through the Agreement with Miami-Dade Aviation Department will be used in accordance with the Operator's charitable purposes and said proceeds will be solely utilized to benefit persons within the boundaries of Miami-Dade County.

(Signature of Authorized Representative)
Dennis Pastrana
Title President & CEO

Date August 21, 2012

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 21 day of August, 20 12,
by Dennis Pastrana, President & CEO,
(Authorized Representative)

of Goodwill Industries of South Florida, 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.

Edena Brown Marshall
(Signature of Notary)

Edena Brown Marshall
(Print Name)

Notary Commission Number: DD 972109

My Commission Expires: July 17, 2014

Notary Stamp or Seal:

EDENA BROWN MARSHALL
MY COMMISSION EXPIRES
July 17, 2014
#DD 972109
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit 3

Executed Affidavits & Insurance Certificate for Successful Proposer

APPENDIX E-1

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

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

This sworn statement is submitted for:

PROJECT TITLE ACQISITION OF LOST AND FOUND ITEMS AT MIA

PROJECT NUMBER RFP NO. MDAD-06-12

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared DENNIS PASTRANA (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

GOODWILL INDUSTRIES OF SOUTH FLORIDA
(Name of Entity)

2121 NW 21ST STREET MIAMI FL 33142
(Address of Entity)

5 1 9 - 0 1 8 1 6 1 1 1 2 1 6
Federal Employment Identification Number

hereinafter referred to as the Entity being its

PRESIDENT AND CEO
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

PERSONALLY KNOWN TO ME.

DENNIS PASTRANA

Notary Public State of Florida
Ana P Castro
My Commission EE098699
Expires 08/20/2015

ANA P. CASTRO
EE098699 EXP 08/20/15

AFF-2

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.]**

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)			
2003	$_____	$ 152,192	____%

Name of Dept. & Summary of Services Performed: MD ELECTIONS HEADQUARTERS
Custodial Services

Litigation Arising out of Contract: None

AFF-5

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
1993	$	$ 960,000	%

Name of Dept. & Summary of Services Performed: MD TRANSIT AUTHORITY
Bus Cleaning

Litigation Arising out of Contract: None

(3)			
1994	$	$ 342,211	%

Name of Dept. & Summary of Services Performed: MD FLAGLER BUILDING
Custodial Services

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFF-6

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
1996	$	$ 1,083,189	%

Name of Dept. & Summary of Services Performed: MD POLICE DEPARTMENT
Custodial Services

Litigation Arising out of Contract: None

(3)			
2002	$	$ 245,930	%

Name of Dept. & Summary of Services Performed: MD POLICE TRAINING DEPARTMENT
Custodial Services

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFF-6

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
1998	$	$ 442,403	%

Name of Dept. & Summary of Services Performed: SOUTH DADE GOVERNMENT CENTER
Custodial Services

Litigation Arising out of Contract: None

(3)

2006	$	$ 415,608	%

Name of Dept. & Summary of Services Performed: MD PERMITTING & INSPECTION CENTER
Custodial Services

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFF-6

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
2006	$	$ 321,209	%

Name of Dept. & Summary of Services Performed: MD DATA PROCESSING CENTER
Custodial Services

Litigation Arising out of Contract: None

(3)			
2001	$	$ 696,581	%

Name of Dept. & Summary of Services Performed: MD GERSTEIN BUILDING
Custodial Services

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFF-6

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
2001	$	$ 248,419	%

Name of Dept. & Summary of Services Performed: MD GRAHAM BUILDING
Custodial Services

Litigation Arising out of Contract: None

(3)			
2001	$	$ 115,367	%

Name of Dept. & Summary of Services Performed: MD PUBLIC DEFENDER BUILDING
Custodial Services

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFF-6

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
2001	$	$ 103,433	%

Name of Dept. & Summary of Services Performed: MD CIVIC PARK PLAZA
Custodial Services

Litigation Arising out of Contract: None

(3)			
2001	$	$ 152,831	%

Name of Dept. & Summary of Services Performed: MD NORTH DADE JUSTICE CENTER
Custodial Services

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFF-6

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
2001	$	$ 55,535	%

Name of Dept. & Summary of Services Performed: MD 36TH STREET BUILDING
Custodial Services

Litigation Arising out of Contract: None

(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? 54 years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? No

AFP-6

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

(Signature of Authorized Representative)

Title Vice President, Donated Goods

Date June 7, 2012

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 07 day of JUNE, 2012

by Manuel Lopez,
(Authorized Representative)

of Goodwill Industries of South Fl, Inc.
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

ANA P. CASTRO
(Print Name)

Notary Stamp or Seal:

Notary Public State of Florida
Ana P Castro
My Commission EE098699
Expires 08/20/2015

Notary Commission Number: EE098699

My Commission Expires: 08/20/15.

AFF-7

APPENDIX E-2

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

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT
SINGLE EXECUTION VENDOR AFFIRMATION, COLLUSION AND SUDAN/IRAN 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
- Affidavit – Scrutinized Companies with Activities in Sudan or Iran Petroleum Energy Sector Lists
- 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. RFP NO. MDAD-06-12 **Federal Employer Identification No. (FEIN):** 59-0866126

Contract Title: ACQUISITION OF LOST AND FOUND ITEMS AT MIA

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(d)(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 2.8.1.5 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:

☒ 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 proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ 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 proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the { GOODWILL INDUSTRIES OF SOUTH FLORIDA } ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

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

__X__ has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

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

(Signature of Authorized Representative)

Manuel Lopez
(Print Name of Authorized Representative)

Title Vice President, Donated Goods

Date June 7, 2012

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 07 day of, June 20 12

by Manuel Lopez He or she is personally known to me ☒ or has produced I.D. ☐

Type of Identification produced

Signature of Notary Public

Serial Number EE078677

08/20/15
Expiration Date

Notary Public State of Florida
Ana P Castro
My Commission EE078677
Expires 08/20/2015
Print or Stamp of Notary Public

Notary Public Seal

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

Firm Name of Prime Entity/Respondent: Goodwill Industries of South Florida, Inc. Project No. RFP No. MDAD-06-12

Project Name: Acquisition of Lost and Found Items at MIA

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	
None					
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	
N/A					

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	Manuel Lopez Print Name	Vice President, Donated Goods Print Title	June 7, 2012 Date

(Duplicate if additional space is needed)

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

(Insert Here)

FAIR SUBCONTRACTING POLICIES

(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Goodwill Industries of South Florida is thoroughly familiar with the policies, goals and objectives of the Miami-Dade County Board of County Commissioners with regard to equitable treatment of subcontractors, particularly Section 2-8.1.4 (Sherman S. Winn Prompt Payment Ordinance) and Section 2-8.8 (Fair Subcontracting Practices generally), of the Miami-Dade County Code.

Goodwill Industries of South Florida fully embraces those policies, goals and objectives as a matter of continuing corporate policy. Goodwill Industries of South Florida believes in diversity in the use of qualified subcontractors, and is committed to making business opportunities available to as many qualified local subcontractors as possible.

Goodwill Industries of South Florida does not and will not discriminate in the selection and utilization of qualified subcontractors. Whenever possible, Goodwill Industries of South Florida will notify the broadest number of local subcontractors of new opportunities to be awarded work; will invite local subcontractors to submit bids for work; will provide local subcontractors access to information necessary in the preparation of their bids, and allow local subcontractors to meet with appropriate Goodwill Industries of South Florida personnel to better understand every aspect of the subcontracting work to be performed.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: Vice President, Donated Goods Date: June 7, 2012

Firm Name: Goodwill Industries of South Florida, Inc.

PROOF OF AUTHORIZATION TO DO BUSINESS

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

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1960, effective December 16, 1958.

The document number of this corporation is 700631.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 3, 2012, 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 Twelfth day of April, 2012

Ken Detzner

Secretary of State

Authentication ID: 200228871922-041212-700631

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