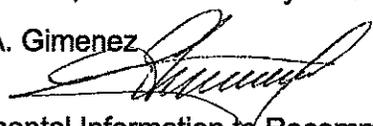


Memorandum



Date: March 2, 2012
To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
From: Carlos A. Gimenez
Mayor 
Subject: Supplemental Information to Recommendation for Approval to Award: Natural Gas

Supplement to
Agenda Item No. 8(F)3
March 6, 2012

The following information is provided as supplemental information to the recommendation to award the contract for the supply of Natural Gas.

Pricing Comparison

The method of award for this solicitation was to the lowest responsive and responsible bidder offering the lowest firm fixed service adder price. The quantity of natural gas to be purchased was estimated in therms. Therms are a unit of measure used in the measurement of gaseous elements. The price to be paid by the County for the natural gas per therm is a sum of its Federal Energy Regulatory Commission (FERC) index price, Florida Gas Transmission (FGT) fuel fee, FGT usage fee, and the fixed service adder.

Based on the firm fixed service adder in the current contract and in the proposed contract, the County will realize savings in the amount of \$1,127,115 for the five year term. See table below for calculations based on annual estimated usage of 8,349,000 therms:

	Current Contract	Proposed Contract
Firm fixed service adder per therm	\$0.105	\$0.0780
Amount to be paid by the County (Excluding FERC, FGT fees)	\$876,645	\$651,222
Yearly Savings	\$225,423	
Savings for the proposed 5-year term	\$1,127,115	

The second lowest responsive and responsible bidder, Interconn Resources (incumbent), proposed a firm fixed service adder in the amount of \$0.0995 per therm. Based on this adder, the County would have paid \$830,726 (excluding FERC, FGT fees), or \$179,504 more per year.

Current Contract

The current contract became effective on May 1, 2007 and expires on April 30, 2012. The incumbent vendor is Interconn Resources. The total amount paid by the County to date since May 1, 2007 is \$18,279,483, and total usage is 26,193,127 therms.

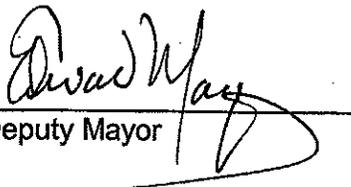
Exceptions by Infinite Energy to the County's Invitation to Bid (5731-1/22)

Infinite Energy added terms and conditions to its bid that are not contained in the solicitation and are not allowed as per Section 1, Paragraph 1.3 (D) of the Invitation to Bid. Based on these exceptions, the County Attorney's Office deemed Infinite Energy non-responsive:

1. The vendor did not offer a fixed adder price, but made its price offer contingent on rate and tariff changes; and
2. Infinite Energy did not agree to the County's payment terms. The vendor stated that invoices not paid within ten days would result in disconnection of service and termination of the contract.

NOTE: Infinite Energy offered the highest adder price, and was not the lowest bidder.

Attachments: County Attorney's Office Legal Opinion
Infinite Energy's bid


Deputy Mayor

Memorandum



Date: November 7, 2011

To: Km Ra
Procurement Contracting Officer II

From: Henry N. Gillman 
Assistant County Attorney

Subject: Responsiveness of Bid - Invitation to Bid # 5731-1/22, Supply of Natural Gas

In your October 21, 2011 memorandum to Hugo Benitez, a copy of which is attached as Exhibit A, you asked this office to determine whether three bids on Invitation to Bid #5731-1/22, Supply of Natural Gas -- Peninsula Energy Services, Interconn Resources and Infinite Energy --- are responsive to the bid solicitation. The solicitation provides that the contract will be awarded to the responsive, responsible bidder with the lowest firm fixed service adder price. Peninsula provided the lowest bid of 7.8 cents adder price per therm. Interconn was the second lowest bidder with 9.95 cents adder price per therm. Infinite was the third lowest bidder with 47.75 cents adder price per therm. After reviewing the attached documents, I conclude that both Peninsula Energy Services and Interconn Resources are responsive and that Infinite Energy Services is not responsive as its bid contains material exceptions and conditions. However, the issue of whether Infinite Energy Services' bid is responsive is probably moot as it is the third lowest bidder.

As a general matter, responsiveness deals with a bidder's unequivocal promise, as shown on the face of its bid, to provide the items or services called for by the material terms of the bid. A bid is not responsive if it cannot form the basis of a contract, or if it contains deviations which provide the bidder with a material advantage over other bidders. See e.g., Glatstein v City of Miami, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla. 1981); Robinson Electric Co. v Dade County, 417 So.2d 1032, 1034 (Fla.3d DCA 1982) ("A variance is material if it gives the bidder a substantial advantage over other bidders and thereby restricts or interferes with competition.")

The Department issued nine separate addenda which mostly provide clarifications and extend the bid opening date. Addendum No. 9 replaced the Bid Submittal Form to add the certification that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iraqi Petroleum Energy Sector List ("Certification") pursuant to Section 287.135, Florida Statutes. Neither Peninsula Energy Services nor Interconn Resources provided such Certification with their bid as neither acknowledged receiving Addendum No. 9. The failure to provide the Certification neither gave Peninsula nor Interconn a substantial, if any, advantage over other bidders. Moreover, the issue of providing the Certification is not a matter of responsiveness. Rather, it is a matter of responsibility as to whether the bidder is capable of performing the work that it has offered to do. See Engineering Contractors Ass'n of South Florida Inc. v. Broward County, 789 So.2d 445 (Fla. 4th DCA 2001). Additionally, section 287.135(5) of the Florida Statutes provides that the Certification must be submitted either at the time a company submits a bid or before the company enters into a contract. Thus, the statute itself makes the Certification a condition of award and not a condition of bid. The Department must require the lowest responsive bidder to provide the Certification prior to bid award in order to meet the statutory requirement and be deemed responsible.

Although Infinite Energy is the third lowest bidder, you inquired whether its bid is responsive to the solicitation. Infinite Energy Services' bid is not responsive as it contains material exceptions to the solicitation. Section 2.7.1 of the solicitation required the bidder to provide a Firm Fixed Service Adder

Price defined as "a price per Therm consisting of all charges necessary for the vendor to fully complete and invoice the business transaction, inclusive of delivery, profit, and any other fees/charges; exclusive of FGT fuel and usage fees. The firm fixed service adder price excludes taxes and the Index Price of spot gas delivered to pipelines, as published by the Federal Energy Regulatory Commission (FERC)." (emphasis in original) The solicitation includes a sample invoice to serve as an example.

In its bid submission, Infinite Energy Services stated that its bid is contingent on the following being part of the contract: "In the event the applicable rates and charges for service pursuant to Florida Gas Transmission's tariff increase by ten percent (10%) or more, the vendor may, in its sole discretion, adjust the vendor's rate to the County to include the entire increase in Florida Gas Transmission's rates and charges." Infinite's firm fixed adder price of 47.75 cents per therm is much higher than the other two bidders because it appears to include the FGT fuel and usage fees which may also explain why Infinite included the contingent statement above. However, the solicitation clearly provided that the adder price is "exclusive of FGT fuel and usage fees." In fact, it was emphasized by underlining the words "exclusive of FGT fuel and usage fees" in Section 2.7.1. Infinite's conditional bid is also an uncertain bid. On its face, the County cannot separate the adder price from the FGT fuel and usage fees. Furthermore, the County cannot surmise from Infinite's statement whether the additional 10% increase is to the entire adder price or only to a portion of it.

Infinite's bid also included the condition that invoices not paid in full within ten (10) days after the due date are subject to service disconnection and/or termination of the agreement. Section 1.2 (H) of the solicitation provides that payment for all purchases shall be 45 days from receipt of a proper invoice. Section 1.3(D) of the solicitation provides that a bidder may be considered non-responsive if the bid is conditioned to modifications, changes, or revisions to the terms and conditions of the solicitation. By modifying the material terms of the solicitation in its bid submission, Infinite prevented the Department from being able to compare Infinite's bid with the other bids on an equal basis. Therefore, Infinite Energy's bid is not a responsive bid as it materially deviates from the terms in the solicitation.

Based on the above, the Department may only consider the bids submitted by Peninsula Energy Services and Interconn Resources since those bids are responsive to the solicitation.

Please contact me if you have any questions.

Memorandum



Date: October 21, 2011
To: Hugo Benitez
County Attorney
From: Kmi Ra
Procurement Contracting Officer *Kmi Ra*
Subject: Responsiveness Determination
Invitation to Bid 5731-1/22, Supply of Natural Gas

Please assign a County Attorney to review and provide a legal opinion on whether the following bidders are responsive to Invitation to Bid 5731-1/22 for the supply of natural gas for the Water and Sewer Department. The bid was issued on August 3, 2011 with a due date of September 14, 2011. The County issued 9 addendums to respond to the questions received and to extend the bid due date to October 5, 2011. Addendums 6 and 8 extended the bid due date. Addendum no. 9 was issued to replace Section 4 (Bid Submittal) of the bid. Except for the revision of Section 4 in addendum 9, the other addendums did not significantly revise the bid. Those addendums provided clarification and answers to questions.

- | 1. Vendor(s) | Observation(s) |
|---------------------------|---|
| Peninsula Energy Services | Bid received on 9/14/2011. The vendor did not acknowledge all addendums, and did not submit on the revised Section 4 containing the Sudan certification. |
| Interconn Resources | Bid received on 9/13/2011. The vendor did not acknowledge any of the addendums and did not submit the bid on the revised Section 4 containing the Sudan certification. |
| Infinite Energy | Bid received on 10/50/2011. The vendor added terms and conditions to its bid that are not contained in the solicitation and are not allowed as per Section 1, Paragraph 1.3 (D) of the ITB. |
2. Estimated Contract Value: \$46,000,000 for a five-year period.

I have attached copies of the Invitation to Bid documents and the bids received from each vendor.

If you have any questions please call me at (305) 375-5375.

Thank you for your attention to this matter.

Attachments

- a. Invitation to Bid and 9 addendums
- b. Bids received from three bidders

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 5731-1/22

**SECTION 4 REVISED
BID SUBMITTAL FORM**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday,
October 5, 2011



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:
Kml Ra

DPM
Team 1

Date Issued:
08/03/2011

This Bid Submittal Consists of Pages 16
through 21, and Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date; and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Supply of Natural Gas

**A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County**

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.O.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 405-18; 906-38	
Procurement Contracting Officer II Kml Ra	

FIRM NAME: Infinite Energy, Inc.

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 20/21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN PAGE 20/21 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4 REVISED

BID SUBMITTAL FOR:

Supply of Natural Gas

BIDDER PRICE OFFER:

Item No.	Estimated Quantity Per Year	Unit	Description	Price Adder Per Therm	Total
1.	8,349,000	Therms	Natural Gas As per Technical Specifications in Section 3	\$ 4775	\$3,986,647.50

NOTE: The price of Natural Gas and the Price Adder – The price to be paid for natural gas is an index price plus the price adder as quoted above. The price adder per Therm is the only amount to be listed above, and is inclusive of profit, etc. for FOB City gate, Miami, Florida for distribution to the Miami-Dade Water and Sewer Department.

SAMPLE INVOICE:

Natural Gas		UNIT	UNIT COST
FERC INDEX DAILY PRICING			\$0.4410
FGT FUEL Fee			\$0.0143
FGT USAGE Fee			\$0.0028
SERVICE ADDER			\$0.1050
TOTAL UNIT PRICE FOB MIAMI			\$0.5631 PER THERM
THEIRMS SUPPLIED	20000 Therms		
Extended Price			\$11,262.00

NOTE: The above invoice is an example only.

* NOTE: Price based on November 2011 Tariff Rates

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 5731-1/22

BID SUBMITTAL FOR:

Supply of Natural Gas

CERTIFICATION FORM

TO: MIAMI-DADE WATER AND SEWER DEPARTMENT
PROCUREMENT AND STORES DIVISION
ATTENTION: MR. GREGORY HICKS, CHIEF

Please be advised that:

Company Name Infinite Energy Inc.

Business Address 7001 SW 24 Ave Gainesville FL 32607

(The above to be filled out by the Bidder)

Currently has a minimum of 30,000 therms per day of FTS-1 or FTS-2 capacity in the FLORIDA GAS TRANSMISSION pipeline, as required by the Miami-Dade Water and Sewer Department.

Respectfully,

FGT Representative

BRADLEY HOLMES

(Print Name)

Bradley Holmes

(Signature)

ACKNOWLEDGMENT:

STATE OF Texas)

) ss.:

COUNTY OF Harris)

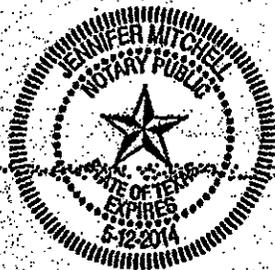
Before me personally appeared Bradley Holmes to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Bradley Holmes executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 8th day of September, A.D. 2011

Jennifer Mitchell
Notary Public

State of Texas at large

My Commission expires 5/12/2014



MIAMI-DADE COUNTY

INVITATION TO BID NO.: 5731-1/22

SECTION 4 REVISED

BID SUBMITTAL FOR:

Supply of Natural Gas

CERTIFICATION FORM

TO: MIAMI-DADE WATER AND SEWER DEPARTMENT
PROCUREMENT AND STORES DIVISION
ATTENTION: MR. GREGORY HICKS, CHIEF

Please be advised that:

Company Name _____

Business Address _____

(The above to be filled out by the Bidder)

Currently has a minimum of 30,000 therms per day of FTS-1 or FTS-2 capacity in the FLORIDA GAS TRANSMISSION pipeline, as required by the Miami-Dade Water and Sewer Department.

Respectfully,

FGT Representative _____
(Print Name)

(Signature)

ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____) ss.:

Before me personally appeared _____ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20____

Notary Public

State of _____ at large

My Commission expires _____

MIAMI-DADE COUNTY

INVITATION TO BID NO.: 5731-1/22

SECTION 4 REVISED

SECTION 4 REVISED

BID SUBMITTAL FOR:

Supply of Natural Gas

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated 8/17/11
Addendum #2, Dated 8/19/11
Addendum #3, Dated 8/25/11
Addendum #4, Dated 8/29/11
Addendum #5, Dated 9/02/11
Addendum #6, Dated 9/12/11
Addendum #7, Dated 9/22/11
Addendum #8, Dated 9/26/11
Addendum #9, Dated 9/28/11

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: Infinite Energy, Inc.

AUTHORIZED SIGNATURE: [Signature]

DATE: 10/4/11

PRINT NAME: DARIN COOK

TITLE OF OFFICER: CEO

SECTION 4 REVISED



BID SUBMITTAL FORM

Bid Title: Supply of Natural Gas

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 285.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.195 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____ In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.195 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes No

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes No

SECTION 4 REVISED



Firm Name: Infinite Energy, Inc

Street Address: 7001 SW 24th Ave Gainesville, FL 32607-3704

Mailing Address (if different): Same

Telephone No. 352-333-2035

Fax No. 352-333-7480

Email Address: billwagner@infiniteenergy.com

FEIN No. 51932449917

Prompt Payment Terms: % days net days

"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract" (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: [Signature] (Signature of authorized agent)

Print Name: DARIN COOK Title: CEO

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Vendor's bid is contingent on the following additional terms:

In the event the applicable rates and charges for service pursuant to Florida Gas Transmission's tariff increase by ten percent (10%) or more, the vendor may, in its sole discretion, adjust the vendor's rate to the County to include the entire increase in Florida Gas Transmission's rates and charges.

Invoices not paid in full within ten (10) days after the due date are subject to service disconnection and/or termination of this agreement.

SECTION 4 REVISED



APPENDIX
AFFIDAVITS
FORMAL BIDS



SECTION 4 REVISED

Miami-Dade County

Department of Procurement Management
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, 2000, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer Identification Number (FEIN): 59-3244997
Contract Title: _____

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 Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 00-133, amending Section 2-8.1(c)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (k) and (j) 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 Section 2-A.2(f) 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 R102-00 amending R-385-95	8. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.20 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 6, Section 11A-60 11A-67 of the County Code

DARIN COOK CEO [Signature]
 Printed Name of Affiant Printed Title of Affiant Signature of Affiant
Infinite Energy, Inc. _____
 Name of Firm Date
7001 SW 24 AVE GAINESVILLE FL 321607
 Address of Firm State Zip Code

Notary Public Information

Notary Public - State of FLORIDA County of ALAZHUA
Subscribed and sworn to (or affirmed) before me this 4th day of October 20 11

by DARIN R. COOK He or she is personally known to me or has produced identification

Type of Identification Produced _____
[Signature]
 Signature of Notary Public
A. CORINNE CLEMENTS 12/16/13
 Print or Stamp of Notary Public Expiration Date

Serial Number _____
 NOTARY PUBLIC STATE OF FLORIDA
A. Corinne Clements
 Commission # DD947251
 Expires: DEC. 16, 2013
 BONDED THRU ATLANTIC BONDING CO., INC.

