



## FILING INSTRUCTIONS/DEFINITIONS

Applications for the issuance of NOA's must be completely filled out by the manufacturer of a product and/or system seeking the acceptance, in the Metropolitan Miami-Dade County jurisdiction, of said product and/or system. Or by an independent testing laboratory seeking to be certified to perform testing for products and/systems to determine compliance with the Florida Building Code and submittal to the Miami-Dade County Department of Regulatory and Economic Resources. The applicant must submit with this application all documents listed in the applicable checklist(s), along with the applicable fee. All products requiring to be listed with an approved testing agency, must be, at time of application, part of a listing program by an approved testing agency having unannounced follow-up service. A copy of the current listing shall be included in the submittal. Said listing must be maintained during the life of the NOA.

**NOA:** A document prepared by the Product Control Section, accepting the applicant's request. NOAs are only issued to a manufacturer of a product and/or a system.

**Lab Certification:** A certificate issued to independent testing laboratories authorized to perform testing based on a specific standard as listed in the certificate.

**HVHZ:** High Velocity Hurricane Zone as defined in the Florida Building Code (FBC).

**New [Application]:** A request for the issuance of an NOA for products and/or systems that do not presently hold a current NOA, or request for the issuance of a certificate to independent laboratories that do not hold a current Laboratory Certification. Estimated time of processing is 180 days.

**Revision:** A request by the holder of a current NOA seeking a change or modification to the product and/or system accepted and listed by such NOA or; a request by the holder of a current laboratory certificate seeking a modification of such certificate. Estimated time of processing is 120 days.

**Renewal:** A request by the holder of a current NOA seeking an extension of the expiration date of such NOA or; a request by the holder of a current laboratory certificate seeking an extension of the expiration date of such certificate. If the existing NOA or laboratory certificate has expired, by the time the application is submitted, it is considered a new application, instead of a renewal. The application requires a statement from the NOA/Certificate holder that the product/system/laboratory has not changed in any shape or form. Estimated time of processing is 60 days.

**Association Members:** Applicants applying under this category, agree to be bound by all the conditions set forth in the association acceptance.

**Private Labeler Agreement:** An agreement between the applicant and the manufacturer of a product or system, holding a current NOA, to have the manufacturer, manufacturer the accepted product or system under the applicant's name. The agreement shall be on the form provided by the Product Control Section. The properly executed agreement shall be part of this submittal. Applicant's acceptances, based on private labeler agreements are subject to be removed if the manufacturer fails to maintain said NOA current. These acceptances shall have the same expiration date as the expiration date of the manufacturer's NOA.

**Distributor Agreement:** This document must be filed by applicants who are not the actual manufacturer of the product(s) or where a manufacturing location is outside of the United States. The agreement shall clearly indicate the person or entity with domicile within the United States acting as a representative of the manufacturer and not necessarily being the same as the applicant. The properly executed agreement shall be part of this submittal.

**Quality Assurance (QA) Audits:** Manufacturers of approved products and Product Testing laboratories shall implement a quality assurance program at their facilities. Audits will be conducted on a yearly basis to verify the implementation and assess the level of compliance of the QA program.

### FEE SCHEDULE (\*)

A)	Application issuance of an NOA		
	1. New application, including those under Private Labeling Agreement valid for 5 years.....		\$4,300.00
	2. Revision valid up to expiration date of original NOA.....		\$1,612.50
	3. Renewal , prior to expiration date valid for 5 years.....		\$1,612.50
	4. Renewal after expiration date valid for 5 years.....		\$4,300.00
B)	Application for issuance of Laboratory Certificate		
	1. New Application valid for 5 years.....		\$4,300.00
	2. Revision valid up to expiration date of original Certificate.....		\$1,612.50
	3. Renewal, prior to expiration date valid for 5 years.....		\$1,612.50
	4. Renewal after expiration date valid for 5 years.....		\$4,300.00
C)	Review of Distributor Agreement.....		\$1,612.50
D)	Other fees		
	1. Special Project to include: (Use application for Hourly Rate Services).....		\$80.63/hour
	a) One-time Approval b)Review of Proposal c) Review to create criteria		
	2. Certificate of Competency payable every year (CC issued annually).....		\$537.50
	3. Review of alternate type of products, materials or method of design valid for one year.....		\$4,300.00

**Note:** This office is authorized to collect: a) Travel expenses incurred in the process of conducting inspections. b) Recording fees from the applicant in connection with those matters to be recorded. c) A fee based on actual staff time and cost for matters that are extraneous to its activities.

**(\*) All Above fees include a 7.5% surcharge, starting October 10<sup>th</sup>, 2017.**

### ACKNOWLEDGMENT

You agree and acknowledge that the information provided with this submittal is true and correct. You acknowledge and understand that Miami-Dade County is a political subdivision of the State of Florida. Therefore, any information provided to Miami-Dade County, including any information provided with this submittal and/or related to the approval and/or acceptance sought in this submittal, is subject to public inspection and release as set forth in Florida's Public Records Law, Florida Statutes § 119, *et seq.* You further acknowledge and understand that Miami-Dade County, through its departments, employees and agents, is authorized to seek additional information related to this application and/or to conduct inspections of your facilities, laboratories, plants, physical locations and/or processes related to the approval and/or acceptance sought in this submittal. Drawings and/or other design information not included in the NOA may be subject to federal copyright protection. Additionally, pursuant to Florida Statutes § 815.045, trade secret information as defined and provided for in Florida statutory law is confidential and exempt from public records law. Therefore, you agree to clearly mark any trade secret information provided to Miami-Dade County as "CONFIDENTIAL" or "TRADE SECRET" information. Additionally, at your request, Miami-Dade County shall treat photographs taken during inspections at your facilities, laboratories, plants or any other physical locations as trade secret information. The Miami-Dade County Department of Regulatory Resources shall notify you when a public records request has been made to review the information in Miami-Dade County's files. Copyrighted material may not be duplicated or knowingly made available for duplication without the permission of the holder of the copyright except if otherwise required by law. Information and/or documents submitted to and/or in the possession of Miami-Dade County that are designated or clearly marked as trade secret or confidential information will be treated as such by Miami-Dade County and withheld and exempt from public records disclosure requirements as set forth in Florida Statutes § 815.045. You agree to indemnify, defend and hold Miami-Dade County harmless for any public records lawsuits, causes of action, claims for the recovery of attorneys' fees, or legal disputes arising out of or related to your designations of information and documents as trade secret confidential information. You agree that you will not subject Miami-Dade County, its departments, agencies or employees to any non-disclosure or confidentiality agreements beyond the recitations set forth in this Acknowledgement. Your signature below is your agreement to all the conditions and terms set forth in this Acknowledgement.

Print Name and Title of Authorized Representative  
(Must be an official of the company)

Signature of Authorized Representative

Date