

E. Terms and Conditions

(Application No. G2GN001)



Grants To Green Nonprofits Program



Office of Grants Coordination
Energy Efficiency and Conservation Block Grant (EECBG) Program
111 NW First Street, 19th Floor • Miami, Florida 33128
Office: 305-375-4742 • Fax: 305-375-4049

Download application at: www.miamidade.gov/grants

APPLICATION DEADLINE: June 1, 2010 at 4:00 PM

E. TERMS AND CONDITIONS

E.1 - CBO Agreement

Grants to Green Nonprofits (G2GN) Program Community/Faith-Based Organization Agreement E.1 - CBO AGREEMENT

This Community/Faith-Based Organization Agreement, (hereinafter referred to as “CBO Agreement”), made and entered into this _____ day of _____, 2010 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter the “County,” having its principal office at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 and **(legal name of nonprofit organization)**, a 501 (c)(3) organization, having its principal office at **(address of nonprofit organization)**, (hereinafter referred to as the “Direct Beneficiary”), provides the terms and conditions pursuant to the Grants to Green Nonprofits (hereinafter referred to as “G2GN”) program.

RECITALS

WHEREAS, the County applied for and received \$12.5 million in stimulus funding from the U.S. Department of Energy (DOE) to implement the Energy Efficiency and Conservation Block Grant program; and

WHEREAS, the County developed 14 project activities that were approved by DOE to be implemented with the funds; and

WHEREAS, one of the approved project activities is allocating up to \$1 million for an energy efficiency and conservation competitive re-granting program, referred to as the G2GN program; and

WHEREAS, the purpose of the G2GN is to provide energy efficiency improvements/retrofits to 501(c)(3) certified community and faith-based organizations located in and serving Miami-Dade County; and

WHEREAS, the Community/Faith-Based Organization (CBO) is participating in the G2GN program as an approved Direct Beneficiary; and

WHEREAS, the County’s Office of Grants Coordination (OGC) shall serve as the lead agency and fiscal agent for the G2GN program; and

WHEREAS, this agreement is approved by the Miami-Dade County Board of County Commissioners, Resolution No. R-1260-09 (ARRA Energy Efficiency and Conservation Block Grant) whereby the Board has authorized the Mayor or the Mayor’s designee to “...execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney’s Office, as required by program guidelines”; and

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below, and with its attachments, the parties agree as follows:

Article 1. 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:

- a) "Agreement" or "CBO Agreement" or "Contract" shall mean collectively these terms and conditions and all other associated addenda and attachments, and all amendments issued hereto.
- b) "ARRA" shall mean the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c) "CBO" shall mean a community or faith-based organization with an IRS 501(c)(3) designation.
- d) "County" shall mean Miami-Dade County, its agents, employees, and instrumentalities, including but not limited to the Office of Grants Coordination (OGC).
- e) "DOE" shall mean the U.S. Department of Energy.
- f) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- g) "Direct Beneficiary" shall mean nonprofit organizations or community and faith-based organizations or CBOs that will not receive funding directly but rather receive the goods/services for energy efficiency activities performed/delivered by local energy service providers authorized by the County.
- h) "EECBG" shall mean the Energy Efficiency and Conservation Block Grant Program.
- i) "FPL" shall mean Florida Power and Light Company.
- j) "G2GN" shall mean the Grants to Green Nonprofits Program.
- k) "HESEU" shall mean the Homestead Energy Services Electric Utility.
- l) "Local Energy Service Provider or LESP" shall mean any person, entity, firm, or corporation authorized by the County, who will furnish the goods or services in connection with the project activities to be implemented in the G2GN program.
- m) "OGC" shall mean the Miami-Dade County Office of Grants Coordination.
- n) "Project Manager" shall mean the Office of Grants Coordination G2GN Project Manager or the duly authorized representative designated to manage or assist in the management of this Agreement.
- o) "Scope of Services" shall mean the detailed work involved to implement the approved project activities to be performed by the LESP.
- p) "Subrecipient" shall mean an approved LESP participating in the G2GN program that will receive EECBG funds to deliver and implement project activities.
- q) "Term of the Agreement" shall mean the effective date of this Agreement, as specified in Article 3 of this Agreement.

Article 2. RESPONSIBILITIES OF THE DIRECT BENEFICIARY

The direct beneficiary (CBO) by and through its assigned representative agrees:

- A. To the terms in the Electric Utility Account Access Waiver Form and the release of information to the County for use in the G2GN program.
- B. To accept the recommended energy efficiency project activity selected by the prioritization review committee and described in the on-site energy evaluation survey completed by FPL or HESEU. The County reserves the right to adjust the recommendation to conform to G2GN program requirements and budget limitations.
- C. To be responsible for all costs and/or accommodations needed (i.e. relocation, after-hours security, administrative, etc.) to avoid any potential unsafe environment and a disruption of normal business operations/services to the public during the entire period of the project activity implementation at the site.
- D. Not to enter into the Contractor's Agreement between CBO and the LESP and any other sub-contracts, employee leasing contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title of interest herein, or its power to execute such Agreement to any person, company or corporation without prior written consent of the County.
- E. To ensure that the property (site for the energy efficiency project activity) is properly prepared, safe, and secure before the goods and/or services are implemented.
- F. To provide right of access to the property/site, with mutually agreed upon limitations, to those clearly identifiable employees of the LESP for the purposes of implementing the goods and/or services. Mutually agreed upon limitations between the CBO and LESP may include: performing work and scheduling deliveries of product during specific hours so as to minimize disruption of day-to-day operations; keeping public access ways such as driveways, hallways, stairs, elevator lobbies, and entrances clear.
- G. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap, or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination.
- H. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- I. To maintain ownership or long-term lease at the property for at least 10 remaining years from the time of the project activity implementation. In the event that circumstances occur affecting the ownership and long-term lease, or service status, the CBO must immediately notify in writing any transfer of ownership or discontinuation of service (including relocation, service changes, etc.) The total amount (cash) awarded for goods and/or services implemented at the site from the Program may be due and payable back to the County at the sole and absolute discretion of the County.

- J. It is the sole responsibility of the direct beneficiary to ensure that the facility and activities and services provided therein constitute an allowable use of funding per Federal and County guidelines.
- K. The duly authorized representative for the direct beneficiary delegates to the County the exclusive right to administer the contract project activity on the identified property and to administer the Agreement with the Local Energy Service Provider.

Article 3. TERM OF THE AGREEMENT

- A. The effective term of this CBO Agreement shall commence on the last date of execution by the parties and continue until the completion of the Program on or before September 14, 2011.
- B. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which CBO remains in control of the goods and/or services implemented through the G2GN Program. Any extension made pursuant to this paragraph shall be accomplished in writing by the County to the CBO. Such notice shall also automatically become a part of this Agreement.

Article 4. PROJECT BUDGET AND METHOD OF PAYMENT

- A. The County will notify each CBO selected for an energy efficiency project activity and specifically list the recommended project activity with a general cost estimate and the level of energy savings anticipated.
- B. The CBO agrees to secure and choose from at least three (3) official cost estimates for the goods and/or services received from a list of approved local energy service providers participating in the G2GN program.
- C. The CBO will not receive payment or funds from the County for goods and/or services implemented through the Program. Payment will be made directly to the LESP by the County only after full scope of services have been completed and confirmed mutually by the CBO and the County.
- D. The County will verify and approve the cost estimates to ensure adherence to the energy efficiency project activity recommendation. Once approved, the CBO will proceed to enter into a "Contractor's Agreement Between CBO and the LESP" (Attachment B).
- E. The CBO agrees to send or deliver all invoices and reports to the following address:

Miami-Dade County
Office of Grants Coordination (OGC)
Grants to Green Nonprofits Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Delores "Dee" Green, Project Manager

- F. Documents requiring original signatures must be mailed or hand delivered to the address listed directly above. All other documents or reports may also be sent to OGC via email or facsimile (305-375-4049), if prior arrangements are made by the CBO and the County.

Article 5. LIMITATIONS ON USE OF FUNDS

- A. CBOs (the direct beneficiaries) will not receive, manage, or expend funds directly from the G2GN program.
- B. By accepting goods and/or services under this program, the CBO must agree that none of the funds will be expended at the project site, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses, or swimming pools.
- C. Funds cannot be used for any project activities involving: new construction, waste water treatment facilities, generators, and solar panels.
- D. Funds will not be used for energy efficiency projects at facilities whose primary use is to support inherently religious practices such as religious instruction, worship, or proselytization.
- E. Funds will be used, but not be limited to, the list below of approved project activities. If an energy evaluation survey makes recommendations for energy efficiency improvement activities not listed above, the County will reserve the right to consult with DOE to seek approval on the activity before an award is granted.
1. Ceiling/Attic insulation - replacement to an energy efficient, eco-friendly insulation.
 2. Lighting – replacement to energy efficient lighting system, occupancy controls/sensors, auto dimming according to natural light.
 3. Insulation of Heating Ventilation and Air Conditioning (HVAC) ductwork - including the sealing of duct joints and seams and removing ductwork outside the building conditioned space.
 4. Replacement of hot water heaters to On Demand water heaters.
 5. Replacement of Heating Ventilation and Air Conditioning (HVAC) systems. The installation of more efficient HVAC systems, such as ones that can also divide buildings into thermal zones or occupancy controls (i.e. Direct-Expansion DX; Demand Control Ventilation DCV; and Energy Recovery Ventilation ERV).
 6. Replacement of inefficient appliances – replacement to Energy Star products.
 7. Replacement and/or Treatment to Windows and Doors.
- F. Administrative costs and indirect costs associated with receiving goods and/or services from the G2GN program are not allowable expenses.
- G. Direct beneficiaries are not subject to the federal bidding requirements, but must have supporting documentation that the costs are reasonable according to the FAR 31.201-3 below. The County reserves the right to challenge the reasonableness of a cost estimate. In such an event, the burden is on the subrecipient to establish that the cost is reasonable.

31.201-3 Determining reasonableness

- (a) *A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review*

of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

- (b) *What is reasonable depends upon a variety of considerations and circumstances, including:*
- a. *Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;*
 - b. *Generally accepted sound business practices, arm's-length bargaining, and Federal and State laws and regulations;*
 - c. *The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and*
 - d. *Any significant deviations from the contractor's established practices.*

Article 6. REPRESENTATIONS AND WARRANTIES

The CBO represents and warrants to the County as follows:

- A. Organization. The CBO is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold, and operate its properties and assets. The CBO is aware of and is in compliance with all applicable State and Federal laws.
- B. Legal Authority. The execution and delivery of this Agreement have been duly authorized by the officers of the CBO. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under: (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the CBO or any of its officers.
- C. Solicitation of this Agreement. The CBO has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the CBO paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

Article 7. INDEMNIFICATION AND INSURANCE

- A. The CBO shall indemnify 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 costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CBO or its employees, agents, servants, partners, principals, or sub-contractors. The CBO 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 CBO expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CBO 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.
- B. The term of the indemnification shall survive the expiration or termination of this Agreement.

C. Where applicable, the CBO shall submit to Miami-Dade County, c/o Office of Grants Coordination (OGC) – G2GN Program, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the CBO as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

Article 8. TERMINATION AND DEBARMENT

- A. The County, as its sole discretion, reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the CBO shall not incur any additional goods and/or services under this Agreement. The County shall be liable only for reasonable costs (goods and/or services) incurred by the CBO prior to the notice of termination. The County shall be the sole judge of "reasonable costs."
- B. Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

- C. The County may terminate this agreement, in whole part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. The County, at its sole discretion, reserves the right to terminate this agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the CBO shall not incur any additional costs under this agreement. OGC shall be liable only for reasonable costs incurred by the CBO prior to notice of termination. OGC shall be the sole judge of "reasonable costs."
- D. In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance the project activity (goods and/or services) specified in this agreement become unavailable, OGC may terminate this agreement upon no less than twenty-four (24) hours written notification to the CBO Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available. The County may at its discretion terminate, renegotiate, and/or adjust the agreement award whichever is in the best interest of the County.
- E. The County reserves the right to terminate this agreement, in part or in whole, or place the CBO on probation in the event the CBO fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the CBO in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The CBO will be notified by letter of the County's intent to terminate.

Article 9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

Article 10. SITE VISITS

- A. Authorized representatives from DOE and the County have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required.
- B. CBOs must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
- C. During a site visit, CBOs shall make available and permit authorized representatives from DOE and the County to inspect all project activity-related records including, but not limited to, facilities, equipment, materials, and services of the CBO which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the CBO.

Article 11. REPORTING, RECORD-KEEPING, AND EVALUATION REQUIREMENTS

- A. To facilitate compliance with all applicable ARRA and DOE reporting requirements, the County will pass down the requirements of applicable Federal, State, and local laws, including DOE regulations and program definitions, reporting requirements, policy guidelines, and all other special notices and instructions that are received from the DOE Project Officers for the duration of the term of the Agreement.
- B. Direct beneficiaries must cooperate with the County to facilitate compliance with all applicable reporting requirements identified on the Federal Assistance Reporting Checklist, DOE F 4600.2. To obtain a copy of the entire checklist, visit the DOE website:
<http://www.management.energy.gov/documents/DOEF4600pt292009.pdf>.
- C. Noncompliance or lack of cooperation (including delay, obstruction, and nonresponsiveness) with the County to fulfill reporting requirements is considered a material noncompliance with the terms of the award and may result in withholding of future goods and/or services, an official notation on record for willful failure to perform, and a relinquishing or repayment for total amount awarded (cash) to provide all goods and/or services to be returned back to the G2GN Program at the sole and absolute discretion of the County.
- D. Direct beneficiaries shall keep adequate, legible records and all other documents relevant to the goods and/or services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement.
- E. The CBO shall submit to the County an Annual Inventory Report for (goods received with G2GN funding) that are nonexpendable personal property of a non-consumable nature with a value of \$1000.00 or more per item with a normal life of one or more years.
 - 1. The CBO's nonexpendable property records shall include:
 - a. A description of the property and its use in relation to the provision of services as identified in Article 4. of this Agreement;
 - b. Location of nonexpendable property;
 - c. Model number and manufacturer's serial number;
 - d. Date of acquisition;
 - e. Property cost;
 - f. Property inventory number; and
 - g. Information on its condition.
- F. The CBO agrees to participate and provide information for follow-up activities related to the G2GN program including but not limited to: energy consumption tracking studies; quality management studies; evaluations of effectiveness; and comparative analyses.

Article 12. FEDERAL, STATE, AND LOCAL REQUIREMENTS

- A. CBOs should cooperate with the local energy service providers to obtain required signatures and relevant information for any required permits, certificates, inspections, and licenses for project activities implemented at their property/location and comply with applicable federal, state, local and municipal laws, codes, and regulations for goods and/or services performed under this award.

- B. CBOs are not responsible for and not authorized to apply for, obtain, or pay for any permits, certificates, inspections, and licenses that are required and/or incidental to the lawful performance of the work.

Article 13. LOBBYING RESTRICTIONS

By accepting goods and/or services funded through the G2GN program, CBOs agree that none of the funds or goods and/or services shall be expended or used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

Article 14. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

CBOs are restricted from receiving any goods and services, or taking any action involving the Federal funded project activity that would result in an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding the project. Moving forward with any activities that are not authorized nor approved by the County and DOE in advance of the final NEPA decision will result in the risk of not receiving Federal funding or goods and/or services.

Article 15. HISTORIC PRESERVATION

Prior to the receipt of goods and/or services from the G2GN program, a CBO is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 110(k) of the NHPA applies to DOE funded activities. CBOs shall avoid taking and receiving any action that results in an adverse effect to historic properties pending compliance with Section 106. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO) to coordinate Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at: <http://www.ncshpo.org/find/index.htm>. The County will approve the implementation of goods and/or services only after a CBO has submitted adequate background documentation to SHPO and the SHPO has provided written concurrence back to the CBO that it does not object to its Section 106 finding or determination. CBOs will provide copies of the concurrence to the G2GN Project Manager.

Article 16. WASTE STREAM

Prior to the receipt of goods and/or services and prior to the disposing of sanitary or hazardous waste associated with an energy efficiency project activity, the CBO must collaborate, whenever possible, with the local energy service provider to provide documentation to the County demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. A waste plan must be prepared BEFORE the project activity generates waste. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. The County will only grant approval for the energy efficiency project to take place after a proposed waste stream plan has been provided and written approval received by DOE. While there is no prescribed format required by DOE for a waste plan, it is required that the plan contain the following information: (1) type(s) and estimated volume(s) of waste that the project

proponent anticipates will be generated; and (2) the disposal path for each waste stream (e.g., landfill disposal, recycling, reuse).

Article 17. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Definitions

For purposes of this clause, **Covered Funds** means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Prime Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Subrecipient refers to a non-federal organization that receives Recovery Act funds from a Prime Recipient to carry out a Federal program – not a direct program beneficiary.

Special Provisions

A. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

B. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or

8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

D. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

E. Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

F. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

G. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

Article 18. MUTUAL OBLIGATIONS

- A. This Agreement, including all attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing herein shall alter, affect, modify, change, or extend any other agreement between the CBO and the County unless specifically stated herein.
- C. The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

Attachment A: G2GN Hold Harmless Agreement

Attachment B: Contractor's Agreement Between CBO and the LESP

Attachment C: Authorization to Receive Goods and/or Services

Attachment D: One Year Follow Up Report

IN WITNESS WHEREOF, the parties have executed this Agreement by their undersigned officials as duly authorized, this _____ day of _____, 2010.

[ENTER FULL LEGAL NAME OF CBO IN BOLD CAPS; LINE UP WITH BOXES AT RIGHT]

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Authorized Person OR Notary
Public

Print Name: _____
Title: _____

Corporate Seal OR Notary Seal/Stamp

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Attest: HARVEY RUVIN, Clerk

Board of County Commissioners

By: _____
Name: _____

Deputy Clerk

**Grants to Green Nonprofits (G2GN) Program
HOLD HARMLESS AGREEMENT**

Date _____

Re: Property located at (address, folio # and legal description) _____

In exchange for good and valuable consideration, *I agree to hold harmless:*

Miami-Dade County, its contractors, their subcontractors, officers, agents, employees, or assignees, for damage of any type, whatsoever, either to the above described property or to any persons present thereon and hereby release, discharge, and/or waive any action against Miami-Dade County, its contractors, their subcontractors, officers, agents, employees, or assignees from all liability to Owner(s), Owner(s)'s children, relatives, guests, representatives, assigns, or heirs, for bodily injury, death, or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the negligence of Miami-Dade County, its contractors, their subcontractors, officers, agents, employees, or assignees.

Owner(s): _____ Date _____
_____ Date _____

The person(s) whose signature appears above, deposes that he/she/they is/are the legal owner(s) of the above property.

Witness _____ Witness _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by
_____. Who is personally known _____ or produced the identification.

SEAL

Signature of Notary Public

Print or Type Name of Notary Public

**CONTRACTOR'S AGREEMENT
BETWEEN
CBO (Direct Beneficiary)
AND
LESP (Subrecipient)**

This Agreement is made this ___ day of _____, 2010 by and between **(legal name of nonprofit)** _____ doing business at _____ (hereinafter referred to as the "CBO") and **(legal name of LESP)** whose address is _____ (hereinafter referred to as the "LESP") and (collectively the "Parties").

WHEREAS, the CBO is participating in Miami-Dade County's Grants to Green Nonprofits Program ("G2GN"); and

WHEREAS, in order to participate in G2GN the CBO must comply with specific requirements; and

WHEREAS, once written consent is granted from the County, the CBO may enter into Agreement with the LESP to commence the approved project activity; and

WHEREAS, the CBO cannot direct work or changes and/or create any additional costs; and

WHEREAS, the CBO is contracting directly with the LESP solely for the purpose of receiving goods and/or services specified in the Scope of Work that was approved by the County and that is attached and incorporated herein an Attachment; and

WHEREAS, the Miami-Dade Office of Grants Coordination (OGC) shall serve as the G2GN Program administrative entity for the purposes of overseeing and facilitating the implementation of the project activity at the CBO's facility; and

WHEREAS, the Project Manager will have sole approval authority to direct work to be done under the Scope of Work and authorize payments thereunder; and

WHEREAS, the LESP and the CBO agree that neither OGC nor the County is a party to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the Parties hereto agree as follows:

- I. **INCORPORATION OF RECITALS ABOVE**. The Parties agree that the statements in the above 'Whereas' clauses are true and correct and are hereby incorporated in this Agreement.

- II. **SCOPE OF WORK.** The LESP shall furnish all of the goods and services delineated in the Scope of Work, which is incorporated herein and attached hereto as an attachment, on the CBO's property at the address written above.
- III. **TIME OF COMPLETION.** The LESP understands that the completion of the work (including all goods and/or services) within the contract time is of the essence to the LESP and the G2GN program, and accepts that the contract time for completion of the work (including all goods and/or services) must occur no later than the date specified in the Scope of Work. No activity or work (including all goods and/or services) will be accepted or recognized as part of the G2GN project activity after the date specified in the Scope of Work without prior written consent from the County.
- IV. **AMOUNT PAYABLE.** The maximum amount payable for services rendered under this Agreement is applicable only to the LESP. All relevant terms and conditions shall be reflected in the LESP Agreement.
- V. **METHOD OF PAYMENT.** Payment will be made directly to the LESP by the County. Payment will be contingent upon the completion of the Project Completion/Request for Payment form (contained within the LESP Agreement) with all requisite documentation attached.
- VI. **INSURANCE.** The LESP will maintain all required indemnification and insurance requirements as specified in the LESP Agreement, Article 10. The CBO will maintain all required indemnification and insurance requirements as specified in the CBO Agreement, Article 7.
- VII. **PROOF OF LICENSURE.** The LESP certifies to the CBO that it is licensed and/or certified to provide the services described in this Agreement, pursuant to the requirements of the State of Florida and/or Miami-Dade County and/or the municipalities located within Miami-Dade County. The LESP shall furnish copies of all required licenses and/or certificates to the County with the LESP application and provide copies to the CBO upon request.
- VIII. **INDEMNIFICATION AND WAIVER OF CLAIMS AGAINST MIAMI-DADE COUNTY.**
In exchange for good and valuable consideration, LESP and CBO agree to waive any all claims against Miami-Dade County, its contractors, their subcontractors, officers, agents, employees, or assignees, for damage of any type, whatsoever, either to the above described property or to any persons present thereon. Additionally, the LESP and CBO hereby release, discharge and/or waive any action against Miami-Dade County, its contractors, their subcontractors, officers, agents, employees, or assignees from all liability to the CBO, the CBO's employees, clients, representatives, assignees, or heirs, for bodily injury, death or property damage that the CBO may suffer in connection with any activities on the Property, whether caused solely or partially by the negligence of Miami-Dade County, its contractors, their subcontractors, officers, agents, employees, or assignees. Additionally, the Contractor agrees to defend and indemnify Miami-Dade County against any and all third party claims that arise from participation in this Program. The provisions of this section shall survive the expiration or termination of this Agreement.

IX. CHANGE ORDERS

Any alteration or deviation from the Scope of Work, including but not limited to any such alterations or deviation involving additional material and/or labor costs, will be executed only upon a written change order (***Request to Change Project Scope/Time Extension***), signed by an authorized representative from the LESP and approved by the County's Project Manager. If the CBO accepts any change in the Scope of Work without prior written consent of the County, the CBO will be solely responsible for any costs incurred by the changes, and the County will reserve the right to seek termination for the project activity or withdrawal from the G2GN program if the unapproved changes have compromised the original intent and objective of the activity and the G2GN program.

X. GENERAL PROVISIONS

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The LESP shall furnish a Cost Estimate and Scope of Work to the CBO complete with any plans and scale drawings to show the shape, size dimensions, and equipment specifications for the energy efficiency project activity; a description of the work to be done and description of the materials to be used and equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. The LESP may, with the prior written consent of the County, engage subcontractor(s) to perform work hereunder, provided that the LESP shall fully pay said subcontractors(s) and in all instances remain responsible for the proper completion of this Agreement and adherence to all terms and conditions of the LESP Agreement.
5. The LESP shall furnish the CBO and the County appropriate releases or waivers of lien for all work performed or materials provided as condition precedent to payment.
6. The LESP warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the LESP or its employees or subcontractors.
7. The LESP shall at its own expense obtain all permits necessary for the work to be performed.
8. The LESP agrees to remove all debris and leave the premises in broom clean condition.
9. The LESP shall not be liable for any delay due to circumstances beyond its control, including strikes, casualty, or general unavailability of materials but will be required to report such circumstances in writing to the Project Manager.
10. The LESP shall warrant all work for a period of twelve (12) months following completion.

XI. NOTICES. It is understood and agreed between the parties that written notice addressed to the CBO and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the LESP and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party. Notification to the County shall be mailed or delivered to the Attn: Delores

Green, Office of Grants Coordination, 111 NW First Street, 19th Floor, Miami, FL 33136 or emailed to dxg@miamidade.gov.

- XII. AUTONOMY.** Both parties agree that this Agreement recognizes the autonomy of the contracting parties and stipulates or implies no affiliation between them. It is expressly understood and intended that the LESP is not an agent or instrumentality of the County. Furthermore, the LESP's agents and employees are not agents or employees of the County.
- XIII. TERMINATION BY EITHER PARTY.** Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the date of such termination.

Counterparts. This Agreement is signed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

Totality of Agreement/Severability of Provisions. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

This 5-page Agreement with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment 1: Scope of Services

This **AGREEMENT BETWEEN CBO (Direct Beneficiary) AND LESP (Subrecipient)** is hereby executed this _____ day of _____, 2010.

Signed in the presence of:

Witness

Witness

CBO name (printed)

LESP Company Name (printed)

CBO Authorized Representative (print)

LESP Principal's Name (printed)

CBO Authorized Representative (signature)

LESP Principal's or Officer's Title

LESP Principal's Signature

(Corporate Seal below↓)

LESP Street Address

City, State, Zip Code

Office Telephone Number

LESP State License Number

(Notary's Seal Above ↑)

▶ If is not incorporated then his signature must be notarized with 2 witnesses.

Witness #1

Witness #2

ATTACH

SCOPE OF WORK

HERE

***Refer to:
G2GN LESP (Subrecipient) Agreement, Article 4
for the required information***

**GRANTS TO GREEN NONPROFITS
AUTHORIZATION TO RECEIVE GOODS AND/OR SERVICES**

_____ is an approved Direct Beneficiary for a
(Organization's Legal Name)
energy efficiency project activity (goods and/or services) with a total value of \$_____ to
be used specifically for _____

Attached are three (3) cost estimates from approved LESP's for the G2GN program.

I, _____, the President or Authorized Designee
(Print name)

hereby request authorization to receive goods and/or services from LESP # _____.

(Name of LESP)

	LESP Name	Invoice/Quote Number	Cost Estimate
1			
2			
3			

I also understand that this program is funded by the American Recovery and Reinvestment Act of 2009 and agree to comply with the resulting terms if I agree to be a Direct Beneficiary. I am aware that any false, fictitious, or fraudulent statements or claims provided on this form will be reason for rejection and disqualification of the approved award implementation and may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

By: _____
(Signature of Authorized Representative)

(Date)

**GRANTS TO GREEN NONPROFITS
1-YEAR FOLLOW UP REPORT**

This report should be completed using your Electric Utility Bill as a resource.

A condition of being a Direct Beneficiary in the G2GN Program is the submission of a 1-Year Follow-Up Report quantifying the energy savings the organization has realized since the improvements (goods and/or services) were implemented. The data provided regardless of the measured results is of significant importance to the grant program.

Please provide this completed report to our office within 30 days of the anniversary date of your project completion. **Note: failure to provide the One-Year Follow-Up Report within 13 months of completion of the project will result in the applicant being listed as failing to agree to the terms of the contract. The applicant and nonprofit organization will be barred from future financial assistance programs with Miami-Dade County.**

(Type or print legibly)

I. Direct Beneficiary/CBO Information

Organization's Legal Name: _____

Project Address: _____

City State Zip: _____

Phone No.: _____ FAX No.: _____

E-mail Address: _____

Representative's Name: _____

Phone No.: _____ FAX No.: _____

II. Owner Information

Owner's Name: _____

Address: _____

City State Zip: _____

Phone No.: _____ FAX No.: _____

E-mail Address: _____

Contact's Name: _____

Phone No.: _____ FAX No.: _____

III. Energy Efficiency Improvements Implemented

Attach additional sheets of paper, if necessary.

1. Describe the impact this energy efficiency project has had on your business.

2. Provide before/after Energy Efficiency results on Annual Energy Usage and Costs.**

Energy - include unit metric kWh or kWd, etc.	Pre-Grant Annual Consumption	Post-Grant Annual Consumption
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Energy Usage/Resource Reduction SUB-TOTAL: _____

**** Please provide past electric utility bill history (for last 12 months).**

3. Have you added equipment, increased output, or added hours of operation since the completion of the energy efficiency project (goods and/or services)?

IV. Submission Information

Please return the completed report to the:

Miami-Dade County
Office of Grants Coordination (OGC)
Grants to Green Nonprofits Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Delores "Dee" Green, Project Manager

I certify that the information supplied in this application herein is true and correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any public agency from applying for public funding.

I also understand that this program is funded by the American Recovery and Reinvestment Act of 2009 and agree to comply with the resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

Authorized Representative

Date

Print Name and Title

E. TERMS AND CONDITIONS

E.2 – Local Energy Service Provider (Subrecipient) Agreement

Resolution No. R-1260-09
Duns No. _____
Awarded Amount: \$ _____

Grants to Green Nonprofits (G2GN) Program
E.2 Terms and Conditions
Contract No.: _____

Grants to Green Nonprofits (G2GN) Program Local Energy Service Provider (LESP) E.2 - SUBRECIPIENT AGREEMENT

This Local Energy Service Provider Subrecipient Agreement (hereinafter referred to as the "LESP Agreement") is entered into this _____ day of _____, 2010, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 (hereinafter referred to as the "County"); and **<Legal Name of Local Energy Service Provider>**, a for-profit entity certified as a **<type of company LLC, Partnership, Incorporation, Sole Proprietor, DBA>**, whose address is **<Business Location, City, Zip Code>** (hereinafter referred to as the "Subrecipient"), provides the terms and conditions pursuant to the Grants to Green Nonprofits (hereinafter referred to as the "G2GN") program.

RECITALS

WHEREAS, the County applied for and received \$12.5 million in American Recovery and Reinvestment Act (ARRA) funding from the U.S. Department of Energy (DOE) to implement the Energy Efficiency and Conservation Block Grant program; and

WHEREAS, the County developed 14 project activities that were approved by DOE to be implemented with the funds; and

WHEREAS, one of the approved project activities is allocating up to \$1 million for an energy efficiency and conservation re-granting program, referred to as the Grants To Green Nonprofits (G2GN) program; and

WHEREAS, the purpose of the G2GN is to provide energy efficiency improvements/retrofits to 501(c)(3) certified community and faith-based organizations located in and serving Miami-Dade County; and

WHEREAS, the Local Energy Service Provider (LESP) is participating in the G2GN program as part of an approved G2GN pool of providers of energy efficient and conservation goods and/or services; and

WHEREAS, the Local Energy Service Provider (LESP) understands that participation in the G2GN pool of providers is not a guarantee of the receipt of projects or funding; and

WHEREAS, the Local Energy Service Provider (LESP) agrees to adhere to all the requirements to be approved as a Subrecipient for the receipt of ARRA funding; and

WHEREAS, the County's Office of Grants Coordination (OGC) will be the lead agency and fiscal agent for the G2GN program; and

WHEREAS, this LESP Agreement is approved by the Miami-Dade County Board of County Commissioners, Resolution No. R-1260-09 (ARRA Energy Efficiency and Conservation Block Grant) whereby the Board has authorized the Mayor and/or the Mayor's designee to "...execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney's Office, as required by program guidelines"; and

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements set forth below, and with its attachments, the parties agree as follows:

Article 1. 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:

- a) "Agreement" or "LESP Agreement" or "Subrecipient Agreement" or "Contract" shall mean collectively these terms and conditions and all other associated addenda and attachments, and all amendments issued hereto.
- b) "ARRA" or "Recovery Act" shall mean the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c) "CBO" shall mean a community or faith-based organization with an IRS 501(c)(3) designation.
- d) "County" shall mean Miami-Dade County, its agents, employees, and instrumentalities, including but not limited to the Office of Grants Coordination (OGC).
- e) "Contractors Agreement" shall mean a contractual agreement between the LESP and the CBO.
- f) "Cost Estimate" shall mean the cost of the goods and/or services to be provided or performed as established in the proposal and scope of work.
- g) "DOE" shall mean the U.S. Department of Energy.
- h) "Days" shall mean Calendar Days, unless otherwise defined in this Agreement.
- i) "Direct Beneficiary" shall mean nonprofit organizations or community and faith-based organizations that will not receive funding directly but rather receive the goods/services for energy efficiency activities performed/delivered by local energy service providers authorized by the County.
- j) "EECBG" shall mean the Energy Efficiency and Conservation Block Grant Program.
- k) "F.O.B. Destination" shall mean that freight on board destination, acknowledging the seller's shipping costs, and that the seller remains responsible for the goods until the County (buyer) takes possession.
- l) "FPL" shall mean Florida Power and Light Company.
- m) "G2GN" shall mean the Grants to Green Nonprofits Program.
- n) "HESEU" shall mean the Homestead Energy Services Electric Utility.
- o) "Local Energy Service Provider or LESP" shall mean any person, entity, firm, or corporation authorized by the County, who will furnish the goods and/or services in connection with the project activities to be implemented in the G2GN program.

- p) "OGC" shall mean the Miami-Dade County Office of Grants Coordination.
- q) "OGC Project Manager" shall mean the Office of Grants Coordination G2GN Project Manager or the duly authorized representative designated to manage or assist in the management of this Agreement.
- r) "OSHA" shall mean the Occupational Safety and Health Administration (a government agency in the Department of Labor) requirements to maintain a safe and healthy work environment.
- s) "Owner Representative" or "Property Owner" shall mean the individual(s) having exclusive rights and control over a business entity, which may be an object, land/real estate, or intellectual property.
- t) "Principal of LESP" shall mean the individual(s) having exclusive rights, controls over a business entity that contracted with the County to provide all goods and/or services described or referenced in this Agreement.
- u) "Performance Reimbursement Basis" shall mean the payment terms between the County and the LESP which takes place at the completion of the Scope of Work whereby the LESP has satisfied all of the terms, conditions, and requirements set forth in the Agreement including an acceptable level of work performance and workmanship and is ready to receive reimbursement for goods and/or services rendered.
- v) "Records" shall mean any and all books, records, documents, information, data, papers, letters, materials, electronic storage data, and media whether written, printed, electronic, or electrical, however collected, preserved, produced, developed, maintained, completed, received, or compiled by or at the direction of the LESP (Subrecipient) Agreement, or any subcontractor in carrying out the duties and obligations required by the terms of this agreement, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives, and diskettes or surveys.
- w) "SAE Standards" shall mean the SAE International/formerly the Society of Automotive Engineers' global mobility technical and development standards.
- x) "Scope of Work" shall mean the detailed work involved to implement the approved project activities to be performed by the LESP.
- y) "Subrecipient" shall mean an approved LESP participating in the G2GN program that will receive EECEBG funds to deliver and implement project activities.
- z) "Subcontract" shall mean any contractual agreement between the LESP and a Subcontractor, Prime GC, any person, or entity.
- aa) "Subcontractor" shall mean any person or entity that enters into an agreement with the LESP to perform services and/or provide materials.
- bb) "Term of Agreement" shall mean the effective date of this Agreement, as specified in Article 3 of this Agreement.

Article 2. RESPONSIBILITIES OF THE SUBRECIPIENT

The subrecipient (LESP) by and through its assigned representative agrees:

- A. To provide a complete Cost Estimate with a full Scope of Work (with a work schedule) proposal to the direct beneficiary at their request, for only the provision of goods and/or services specified in their County approved G2GN project activity.
- B. To advise the direct beneficiary in writing regarding any possible need for on-site control accommodations (i.e. relocation, access to site, storage space, etc.) to avoid any potential unsafe environment and a disruption of normal business operations/services to the public during the entire period of the project activity implementation at the site.
- C. To provide the goods and/or services in a cost-effective and timely manner that is of maximum benefit to the CBO's population and in a manner that will yield continuous benefits over time in terms of energy and fuel emission reductions.
- D. To accept and apply for all applicable incentive/rebate programs that may be offered by Florida Power & Light or Homestead Energy Service Utility and/or any manufacturer/supplier to leverage and/or to offset the costs to implement the project activities.
- E. To establish and commit to, with the direct beneficiaries, a time schedule to complete the project activities efficiently.
- F. To receive payment for goods and/or services on a performance reimbursement basis.
- G. To provide an appropriate level of workforce to perform the work in a competent and professional manner.
- H. To address issues and concerns in a timely manner and bring them to the attention of the direct beneficiary and the County's Project Manager.
- I. To identify and apply for permits and all related inspections.
- J. To ensure proper construction site quality control (for the energy efficiency project activity) by properly preparing a safe and secured work site before the goods and/or services are implemented.
- K. To provide a clean and safe working environment during hours of operation for all on-site staff and client personnel, visitors and guests of the facility to include but not limited to directional and safety signage.
- L. To ensure that all unusable materials, debris, and replaced equipment will be removed from the premises at the end of each workday and disposed of in an appropriate manner.
- M. To adhere to all Federal, State, and local terms, conditions, and special provisions outlined in this agreement.
- N. Not to enter into the Contractor's Agreement between the LESP and the CBO and any other sub-contracts, employee leasing contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title of interest herein, or its power to execute such Agreement to any person, company or corporation without prior written consent of the County.
- O. Before entering into any sub-contract hereunder, the LESP will inform all the sub-contractors fully and completely of all provisions and requirements of this Agreement relating either directly or

indirectly to the services to be performed. Such services performed by such sub-contractor will strictly comply with all requirements of this Agreement and a copy of the Agreement must be included as an exhibit in the sub-contractor's agreement with the LESP.

- P. To permit right of access to the property/site, with mutually agreed upon limitations, to those clearly identifiable employees of the County and DOE for the purposes of site monitoring the goods and/or services implemented. Mutually agreed upon limitations between the County, DOE, and LESP may include: performed work and scheduling deliveries of product during specific hours so as to minimize disruption of day-to-day operations; keeping public access ways free of construction materials and/or debris such as driveways, hallways, stairs, elevator lobbies, and entrances clear.
- Q. Possess and maintain the appropriate license and insurance and to comply with the indemnification and insurance requirements as outlined in Article 10 of this Agreement.
- R. Not to discriminate on the basis of race, sex, religion, color, age, marital status, national origin, disability/handicap, or sexual orientation in regard to obligations, work, and services performed under the terms of this Agreement, and to comply with all applicable State, Federal, and Miami-Dade County laws, regulations, and orders relating to non-discrimination.
- S. To comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Article 3. TERM OF THE AGREEMENT

- A. The effective term of this LESP Agreement shall commence on the date of execution by the parties and ends on the date of completion for the project activity's Scope of Work and warranty period of the energy efficiency related implementation of goods and/or services rendered.
- B. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which federal reporting information is required by DOE. Any extension made pursuant to this paragraph shall be provided in writing by the County to the LESP. Such notice shall also automatically become a part of this Agreement.
- C. This Agreement may, at the sole and absolute discretion of the County, remain in effect during any period that the Subrecipient has an obligation over Agreement funds. However, the County shall have no obligation or responsibility to make any further payment, except those described within Section 5, or provide any type of assistance or support to the Subrecipient, if this Agreement has expired or been terminated. Nothing in this Article shall prevent the County from exercising its rights to terminate the Agreement as provided elsewhere herein.

Article 4. SCOPE OF WORK

- A. The LESP shall schedule the Scope of Work in accordance with the requirements set forth in this Agreement, as outline below, and have discretion in scheduling the Scope of Work (Attachment D). At minimum, the Scope of Work shall contain the following information listed below:
 - 1. General Information
 - a. Name of the CBO/Direct Beneficiary Agency
 - b. Project Address, Building #, if applicable
 - c. CBO Authorized Representative's Contact Information

- d. CBO Office Hours
- e. Name and Contact Information for OGC Project Manager

2. Description of Project Activity(s) and Cost Estimate

The Scope of Work shall include an itemized description of the work to be performed and a dollar amount. The amount of the project activity shall not deviate from the original invoice proposal.

3. Timeframe, Activity Timelines, and Related Benchmarks Dates

The Scope of Work shall include a start date and completion date for each project activity described above.

4. Anticipated GHG Emissions Reduced (CO2 Equivalent)

The Scope of Work shall include an anticipated G2G emission reduction per project activity implemented, where applicable.

5. Level of Energy Savings

The Scope of Work shall include the anticipated level of future energy savings after the project activity implementation is completed.

- B. A detailed schedule shall be submitted for review and acceptance, prior to the commencement of work. Such schedule shall be submitted to the OGC Project Manager no later than ten (10) calendar days after the issuance of the Notice of Selection.
- C. The County reserves the right to require such information from the LESP as may be necessary to determine the accuracy of the progress schedule. The OGC Project Manager's basis for not accepting any schedule shall be limited to a determination that the Scope of Work sequence lacks logic, is unreasonable, is incomplete or is inconsistent with any other contractual requirements, such as a phasing plan or time for completion.
- D. Receipt by the OGC Project Manager of an updated or revised schedule shall not be construed to mean that the OGC Project Manager agrees that the progress of the Scope of Work is as shown or indicated therein or that the updated or revised schedule is acceptable to the OGC Project Manager.

Article 5. PROJECT BUDGET AND METHOD OF PAYMENT

- A. The County will notify each LESP/Subrecipient selected to implement an energy efficiency project activity and specifically list the recommended project activity with a budget and the level of energy savings anticipated.
- B. The LESP/Subrecipient will provide energy efficient goods and/or services on a performance reimbursement basis. Payment will be made directly to the LESP/Subrecipient by the County only after the full Scope of Work have been completed, inspected, and confirmed mutually acceptable by the LESP/Subrecipient, CBO/direct beneficiary, and the County.
- C. The LESP/Subrecipient shall not receive or accept any payment or funds from the CBO/direct beneficiary for goods and/or services approved and implemented through the G2GN Program.
- D. The LESP/Subrecipient shall submit an invoice(s) packages to the OGC Project Manager after goods/services have been delivered, installed, and all worked completed. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of

the LESP at the time the items were delivered and accepted. Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery and installation date of the new products and materials used or purchased within the time period of the agreement. Under no circumstances shall the original invoice(s) be submitted to the OGC Project Manager in advance of the delivery and acceptance of the new products and materials purchased or used within the time period of the agreement.

- E. Payments to LESP/Subrecipients will not exceed the approved project activity funding or budget amount.
- F. All invoice(s) packages shall contain the following basic information: (failure to comply and submit complete packages will delay reimbursement payments)
 - I. Original Invoice:
 - a. LESP Information:
 - i. The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - ii. Date of invoice
 - iii. Invoice number
 - iv. Federal Employer's Identification Number (must be on file with Miami-Dade County)
 - v. DUNS Number
 - vi. Business Name and full address of the LESP must match the invoice
 - b. County Information:
 - i. Miami-Dade County Contract Number
 - ii. Program Name
 - iii. Funding Department
 - c. Pricing Information:
 - i. Unit price of the goods, services, or equipment provided
 - ii. Extended total price of the goods, services, or equipment
 - iii. Applicable discounts/incentives/rebates and from whom with backup documentation
 - d. Goods or Services Provided per Contract:
 - i. Detail Description
 - ii. Quantity
 - e. Delivery Information:
 - i. Contains the CBO's (direct beneficiary) name and address
 - ii. Delivery terms set forth within the original proposal/quote
 - iii. Location and date of delivery of goods, services, or property
 - f. Terms and Conditions:
 - i. Invoice must be within the program period
 - ii. A certification that the contractor shall replace, repair, or correct supplies not received at destination, damaged in transit, or not conforming to approved purchase agreement(s)
 - II. Project Information/Certification:
 - a. Submit the Project Completion Report/Request for Payment Form (Attachment B)
 - b. Release of Liens
 - c. Proof of Payment for goods, services, suppliers, and subcontractor, if applicable
 - d. Subcontractor Statement of Payment, if applicable
- G. The LESP/Subrecipient agrees to send or deliver all invoices and reports to the following address:

Miami-Dade County
Office of Grants Coordination (OGC)
Grants to Green Nonprofits Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Delores "Dee" Green, OGC Project Manager

- H. Documents requiring original signatures must be mailed or hand delivered to the address listed directly above. All other documents or reports may also be sent to OGC via email or facsimile (305-375-4049), if prior arrangements are made by the LESP/Subrecipient and the County.
- I. The County will review invoices and advise the LESP of any questions, problems, concerns, or need for additional information/verification. Payments shall be mailed directly to the LESP/Subrecipient, or if approved, via electronic transfer (direct deposit) by the County's Finance Department.

Article 5. AMOUNT PAYABLE

- A. Both parties agree that should funding to the County for the G2GN program be reduced or should the LESP fail to maintain a documented expenditure pattern consistent with the attached direct beneficiaries approved project activities as specified in the award letter(s) and the Project Activity/Authorization to Receive Goods and/or Services Form, (Attachment A), the amounts payable under this Agreement may be proportionately reduced or eliminated at the sole discretion and option of the County. All services undertaken by the LESP before the County's execution of this contract shall be at the LESP's risk and expense. In any event, the maximum amount payable under this Agreement shall not exceed the award amounts, pre-authorized unless a formal written amendment is executed by the County.
- B. Maximum amount payable \$ _____

Project Activity Description	Amount
[List each project activity]:	\$ [line up 1's column, no decimals; then bold off]

- C. It is clearly understood that all services requested are on an "as needed basis" and that the cost estimate(s) or maximum amount payable referred to in this contract in no way constitutes a guarantee of the level of effort that may be requested from the LESP or a guarantee of a specific amount payable.
- D. The LESP reimbursement will be reduced accordingly, if the County finds that:
 - 1. The LESP fails to maintains proper documentation of expenditures; or
 - 2. Funds were received from rebates, incentives, discounts, or other sources for the project activity; or
 - 3. There were deviations from the approved project activities described in the award letters, cost estimates, the Project Activity/Authorization to Receive Goods and/or Services, (Attachment #A), and/or Project Completion Report/Request for Payment (Attachment #B), and/or Request

to Change Project Scope/Time Extension (Attachment #C), and/or Scope of Work (Attachment #D).

- E. In the event the County determines that a reduction in the LESP payment is necessary, the County shall notify the LESP in writing within thirty (30) days of said reduction.

Article 6. LIMITATIONS ON USE OF FUNDS

- A. By agreeing to provide goods and/or services for this program, the LESP must agree that none of the funds will be expended at the project site, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses, or swimming pools.
- B. Funds cannot be used for any project activities involving new construction, waste water treatment facilities, generators, or solar panels.
- C. Funds will not be used for energy efficiency projects at facilities whose primary use is to support inherently religious practices such as religious instruction, worship, or proselytization.
- D. Funds will be used, but not be limited to, the list below of approved project activities. If an energy evaluation survey makes recommendations for energy efficiency improvement activities not listed below, the County will reserve the right to consult with DOE to seek approval on the activity before an award is granted.
1. Ceiling/Attic insulation - replacement to an energy efficient, eco-friendly insulation.
 2. Lighting – replacement to energy efficient lighting system, occupancy controls/sensors, auto dimming according to natural light.
 3. Insulation of Heating Ventilation and Air Conditioning (HVAC) ductwork - including the sealing of duct joints and seams and removing ductwork outside the building conditioned space.
 4. Replacement of hot water heaters to On Demand water heaters.
 5. Replacement of Heating Ventilation and Air Conditioning (HVAC) systems. The installation of more efficient HVAC systems, such as ones that can also divide buildings into thermal zones or occupancy controls (i.e. Direct-Expansion DX; Demand Control Ventilation DCV; and Energy Recovery Ventilation ERV).
 6. Replacement of inefficient appliances – replacement to Energy Star products.
 7. Replacement and/or Treatment to Windows and Doors.
- E. Funds provided under this Agreement cannot be comingled with other funds received from any other funding sources or used to pay for any goods and/or services not approved in the Scope of Work.
- F. Costs associated with code violations, administrative fees, and indirect costs for implementing goods and/or services for the G2GN program are not allowable expenses.
- G. LESP's are not subject to the federal bidding requirements, but may be called upon to have supporting documentation that the costs are reasonable according to the FAR 31.201-3 below. The County reserves the right to challenge the reasonableness of a cost estimate. In such an event, the burden is on the LESP/Subrecipient to establish that the cost is reasonable.

31.201-3 Determining reasonableness

- (a) *A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review*

of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.

- (b) *What is reasonable depends upon a variety of considerations and circumstances, including:*
- a. *Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;*
 - b. *Generally accepted sound business practices, arm's-length bargaining, and Federal and State laws and regulations;*
 - c. *The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and*
 - d. *Any significant deviations from the contractor's established practices.*

H. LESP's shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, installed at the project site, and inspected by the OGC Project Manager. Orders requiring special handling, such as air-freight or same day delivery, must be included in the original bid and preauthorized by the OGC Project Manager. All charges resulting from special handling must be authorized by the OGC Project Manager prior to placing the order and must be included in the original bid and shown on the invoice as a separate item.

Article 7. DELIVERY EXPECTATIONS

- A. The LESP shall make deliveries as established in the original bid unless otherwise agreed by the CBO and written authorization is provided by the OGC Project Manager. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the LESP; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the LESP. In these cases, the LESP shall notify the CBO and the OGC Project Manager of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.
- B. Should the LESP to whom a project activity is awarded fail to deliver in the number of days previously established, the County reserves the right to cancel the project activity on a default basis after any back order period that has been specified in this contract has lapsed. If the project activity is so terminated, it is hereby understood and agreed that the County has the authority to authorized the purchase of goods and/services elsewhere and to charge the LESP with any re-procurement costs by invoicing the LESP or offsetting the costs associated with re-procurement from amounts due to the LESP by the County.
- C. The County shall not accept any back orders of deliveries from the LESP unless written authorization is issued by the OGC Project Manager. Accordingly, the LESP is required to deliver all items to the project site within the time identified in the original bid and established by the OGC Project Manager and no grace period shall be honored.

Article 8. REPRESENTATIONS AND WARRANTIES

The LESP represents and warrants to the County as follows:

- A. Entity. The LESP is a duly constituted person under the laws of the State of Florida, capable of acting, suing, and being sued in its own name, is authorized to transact business in the State of Florida, and has the power to carry out its business as it is now being conducted and to own, hold,

and operate its properties and assets. The LESP is aware of and is in compliance with all applicable Local, State, and Federal laws.

- B. Legal Authority. The execution and delivery of this Agreement have been duly authorized by the principals, partners or other authorized persons of the LESP. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions, or provisions of, or constitute a default under: (i) any articles of incorporation or bylaws or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the LESP or any of its officers.
- C. Solicitation of this Agreement. The LESP has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the LESP paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

Article 9. COLLUSION

The LESP confirms that cost estimate(s) provided to direct beneficiaries are made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a competing cost estimate(s) for the same goods and/or services and in all respects is without collusion, and that the LESP will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon adhering to all terms and conditions set forth in the Agreement and in the G2GN application.

Article 10. INDEMNIFICATION AND INSURANCE

- A. The LESP shall be required to provide Certificate(s) of Insurance prior commencement of any work outlined in this contract. The LESP shall indemnify 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 costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the LESP or its employees, agents, servants, partners, principals, or sub-contractors. The LESP 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 LESP expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LESP 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.
- B. The term of the indemnification shall survive the expiration or termination of this Agreement. The County and LESP further agree that nothing contained herein shall be construed to interpret as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

C. Where applicable, the LESP shall submit to Miami-Dade County, c/o Office of Grants Coordination (OGC) – G2GN Program, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128-1994, Attention: Delores Green, an original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the LESP as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

D. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Miami-County Risk Management Division.

Or

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of-the Florida Guaranty Fund.

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

NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION
MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 1300
MIAMI, FL 33128

F. Compliance with the foregoing requirements shall not relieve the LESP of his liability and obligation under this section or under any other section of this agreement.

Article 11. DEBARMENT AND SUSPENSION

A. By signing this agreement, the LESP certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily

excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov.

- B. Further, the LESP agrees to notify County by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement. If any party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other parties shall have the right to terminate their participation under this Agreement by giving written notice of any deficiency to the other parties, whereupon this Agreement shall terminate.
- C. This LESP Agreement has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the LESP Agreement be terminated.
- D. The County reserves the right to terminate this Agreement, in part or in whole, or debar the LESP in the event the LESP fails to perform in accordance with the terms and conditions stated herein.
- E. Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

Article 12. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

Article 13. SITE VISITS AND INSPECTIONS

- A. Authorized representatives from DOE and the County have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required.
- B. The LESP must provide reasonable access to facilities, office space, resources, project site, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
- C. During a site visit, the LESP shall make available and permit authorized representatives from DOE and the County to inspect all project activity-related records including, but not limited to, facilities, equipment, materials, and services of the LESP which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the LESP.

- D. At all times during the term of the Agreement, the OGC Project Manager shall have the right to undertake a thorough inspection of the scope of work, including materials and their manufacture or preparation, and to draw the attention of the LESP to any and all defects in workmanship, materials, or other errors or variations from the Agreement requirements.
- E. The right of inspection herein provided is intended solely for the benefit of the County. Neither the right of inspection nor any failure to draw attention to or point out such defects, errors or variations shall give the LESP any right or claim against the County or shall in any way relieve the LESP from its obligations under the term of the Contract.
- F. If the Project or any part thereof shall be found defective, the LESP shall without cost to the County forthwith remedy such defect in a manner necessary to comply with the Contract.
- G. Any inspection hereunder shall not reasonably disrupt the LESP performance of the project activity.

Article 14. DEFICIENCIES IN WORK

- A. The LESP shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the Agreement and Scope of Work documents regardless of project completion status. All corrections shall be made within five (5) business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the LESP by the OGC Project Manager, who may confirm all such verbal reports in writing.
- B. The LESP shall bear all costs of correcting such rejected work. If the LESP fails to correct the work within the period specified timeframe, the County may, at its discretion, notify the LESP, in writing, that the LESP is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) business days of receipt of the notice. If the LESP fails to correct the work within the period specified in the notice, the County shall place the LESP in default, obtain the services of another LESP to correct the deficiencies, and charge the incumbent LESP for these costs; either invoicing the LESP or offsetting the costs associated with re-contracting from amounts due to the LESP by the County. If the LESP fails to honor this invoice or credit memo, the County may terminate the contract for default.

Article 15. EQUIPMENT AND PRODUCTS

- A. The equipment and products being utilized and purchased by the LESP shall be the most recent energy efficient model available if it is not cost prohibitive. Any optional components or items, which are required to make units operable and conform to the contract specifications, shall be considered standard equipment for purposes of responding to a request for a cost estimate unless otherwise specified. Omission of any essential detail from the specifications provided with the cost estimate does not relieve the LESP from furnishing a complete unit.
- B. Demonstrator models will not be accepted.
- C. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment and/or products are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards, and shall be of a suitable type and grade for the purpose.

- D. If utilizing equipment and products that are of the most recent model available and compliant with federal standards is cost prohibitive to a LESP or results in an undue burden, written notification must be provided to the OGC Project Manager with all details to request a waiver. Sole discretion will lie with the County to determine whether a waiver is granted.

Article 16. WORK ACCEPTANCE

- A. All materials provided and work performed under this contract will be monitored by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. The County, in its sole discretion may elect to accept in writing defective or non-conforming work instead of requiring its removal and correction. In such instances, a change in Scope of Work will be issued to reflect an appropriate reduction in the sum, or, if the amount is determined after final payment, any difference in the amount shall be paid to the County by the LESP.
- B. The LESP shall attach a copy(s) of the permit(s), final inspection report(s), etc. initiated by the appropriate jurisdiction enforcement agency (e.g. Miami-Dade County and/or municipality), indicating that the completed project meets the requirements of the implemented project activity.

Article 17. PERMITS/INSPECTIONS, FEES, AND TAXES

- A. The LESP shall obtain all permits, certificates, inspections, and licenses, pay all charges, taxes, royalties, and fees and give all notices necessary and incidental to the lawful performance of the Work. The County will not pay nor reimburse the LESP for any permits, fees, etc. or any penalties as a result of the LESP's failure to obtain all permits, inspections, and approvals in a timely manner.
- B. The LESP shall observe and comply with all Federal, State, County, and other laws, codes, ordinances, and regulations in any way affecting the performance of the work under the Agreement.
- C. The County may, as part of the Cost Estimate and Scope of Work requirements, stipulate a timeframe for the LESP to obtain and submit to the OGC Project Manager all required permits/fees. Failure to submit the permits in the stipulated timeframe or within a timeframe extension granted by the OGC Project Manager may result in the termination of the agreement.
- D. The LESP shall be responsible for franchise fees and taxes levied against them. The County is exempt from sales taxes on all personal property in purchases or uses. The LESP shall not include any charges representing such taxes on any invoices hereunder. The LESP must pay all applicable sales taxes required for the purchase of materials and/or services provided under the Agreement. Such taxes cannot be shown separately in an invoice submitted for payment by the County. The LESP should include the cost of taxes in their Cost Estimate and Scope of Work submitted to the Direct Beneficiary.

Article 18. REPORTING, RECORD-KEEPING, AND EVALUATION REQUIREMENTS

- A. To facilitate compliance with all applicable ARRA and DOE reporting requirements, the County will pass down the requirements of applicable Federal, State, and local laws, including DOE regulations and program definitions, reporting requirements, policy guidelines, and all other

special notices and instructions that are received from the DOE Project Officers for the duration of the term of the Agreement.

- B. The LESP must cooperate with the County to facilitate compliance with all applicable reporting requirements identified on the Federal Assistance Reporting Checklist, DOE F 4600.2.

To obtain a copy of the entire checklist, visit the DOE website:

<http://www.management.energy.gov/documents/DOEF4600pt292009.pdf>

- C. Noncompliance or lack of cooperation (including delay, obstruction, and nonresponsiveness) with the County to fulfill reporting requirements is considered material noncompliance with the terms of the award and may result in withholding of future goods and/or services, an official notation on record for willful failure to perform, and a relinquishing or repayment for total amount awarded (cash) to provide all goods and/or services to be returned back to the G2GN Program at the sole and absolute discretion of the County.
- D. The LESP shall keep adequate, legible records, and all other documents relevant to the goods and/or services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement.
- E. The LESP agrees to participate and provide information for follow-up activities related to the G2GN program including but not limited to: energy consumption tracking studies; quality management studies; evaluations of effectiveness; and comparative analyses.
- F. Additional Recovery Act Reporting Requirements are found in Article 48 titled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

Article 19. INDEPENDENT CONTRACTOR

- A. The LESP is engaged as an independent business and agrees to perform the project as an independent contractor. In accordance with the status of an independent contractor, the LESP covenants and agrees that the LESP will conduct business in a manner consistent with that status that the LESP will not claim to be an officer or employee of the County for any right or privilege applicable to an officer or employee of the County, including, but not limited to: worker's compensation coverage; unemployment insurance benefits, social security coverage, retirement membership, or credit.
- B. The LESP's staff shall not be employees of the County, and the LESP alone shall be responsible for their Work, the direction thereof and their compensation and benefits of any kind. Nothing in the Contract shall impose any liability or duty on the County on account of the LESP's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the LESP as a subcontractor, expert, consultant, independent contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The LESP hereby agrees to indemnify and hold harmless the County against any such liabilities, even if they arise from actions directed or taken by the County.

Article 20. AUTHORITY OF OGC PROJECT MANAGER

- A. The County hereby authorizes the OGC Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Contract, including without limitations: questions as to the value acceptability and fitness of

the Work; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of any Work performed under the Contract; questions as to the interpretation of the scope of work to be performed and claims for damages, compensation and losses.

- B. The LESP shall be bound by all determinations or orders of the OGC Project Manager and shall promptly respond to requests of the OGC Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the LESP agrees with the OGC Project Manager's determination or requests. When requests are made orally, the OGC Project Manager, will follow-up in writing, as soon thereafter as is practical.
- C. The OGC Project Manager shall have authority to act on behalf-of the County to the extent provided by the Contract, unless otherwise modified in writing by the County. All instructions to the LESP shall be issued in writing. All instructions to the LESP shall be issued through the OGC Project Manager.
- D. The OGC Project Manager shall have access to the Project Site at all times. The LESP shall provide safe facilities for such access so the OGC Project Manager may perform his functions under the Contract. The OGC Project Manager will make periodic visits to the Work Site to become generally familiar with the progress and quality of the work, and to determine if the Work is proceeding in accordance with the Contract Documents.
- E. The OGC Project Manager will not be responsible for construction means, methods techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the LESP's failure to carry out the work in accordance with the Agreement.
- F. The OGC Project Manager will have authority to reject work that does not conform to the Contract and the bid requirements. Whenever, in his or her opinion, it is considered necessary or advisable to insure the proper implementation of the Contract, the OGC Project Manager will have authority to require special inspections or testing of the Work whether or not such Work is fabricated, installed, or completed. Neither the OGC Project Manager's authority to act under this paragraph nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the OGC Project Manager to the LESP, and subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.
- G. All interpretations and recommendations of the OGC Project Manager shall be consistent with the intent of the Contract. The OGC Project Manager's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract documents.
- H. The OGC Project Manager will not be responsible for the acts or omissions of the LESP, any subcontractor, or any of their agents or employees, or any other persons performing any of the Work.
- I. In the event there is a conflict in the directives provided by the OGC Project Manager and LESP it is the LESP'S responsibility to bring it to the attention of the OGC Project Manager.
- J. When necessary, progress meetings will be held by the OGC Project Manager. Present at these meetings shall be an authorized representative from the LESP, the OGC Project Manager, the Direct Beneficiary representative, if applicable, and invitees associated with the Project as identified by the OGC Project Manager.
- K. The LESP shall arrange for the participation of its subcontractors, suppliers, and/or vendors when the OGC Project Manager requires their presence.

Article 21. CHANGE ORDERS/DELEGATION OF AUTHORITY

- A. Any alteration or deviation from the specifications outlined in the Scope of Work, including but not limited to any such alterations or deviation involving additional material and/or labor costs, will be executed only upon written change order for same, signed by LESP and the OGC Project Manager.
- B. If there is any charge for such alteration or deviation that is over and above the grant amount that the LESP is eligible to receive pursuant to this Program, it will be the sole discretion of the County to approve and make an amendment to the funding amount.
- C. Pursuant to the Direct Beneficiary's CBO Agreement with the County, it is fully understood by the LESP that the CBO delegates the exclusive right to the County to administer the project activity and this LESP agreement. Therefore it is understood by the LESP that all orders, instructions, authority, and communication set forth within this Agreement shall be provided through the OGC Project Manager.

Article 22. NO ORAL CHANGES

Except to the extent expressly set forth in this Agreement, no change in or modification, termination, or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

Article 23. GENERAL REQUIREMENTS

- A. The employee(s) of the LESP awarded funding shall be considered to be at all times its employee(s) and not an employee(s) or agent(s) of the County or any of its departments.
- B. The LESP agrees at all times employ, maintain, and assign to the performance of the Project a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the work to be performed. All employees of the LESP shall wear proper identification.
- C. The LESP agrees to adjust staffing levels or to replace any staff personnel if so ordered by the County, should the County make a determination, in its sole discretion, that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The LESP warrants and represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work, in a competent and professional manner.
- E. The LESP shall at all times cooperate with the County and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.
- F. The County and other agencies authorized by the County shall have full access to the Work Site at all times for purposes related to the G2GN program.
- G. The LESP shall be responsible for the good condition of the work or materials until formal release from his obligations under the terms of his Contract.
- H. The LESP shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Agreement. If any materials or part of the work were

lost, damaged, or destroyed by any cause or means whatsoever, the LESP shall satisfactorily repair and replace the same at his expense. The LESP shall bear all losses resulting to him on account of the amount or character of the work, or the character of the ground, being different from what he anticipated, or on account of the weather or the elements.

- I. The LESP shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions. The LESP shall provide all necessary watchmen on the work by day or by night for the safety of the public, and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the Work.
- J. The LESP shall at all times conduct the work in such manner and in such sequence as will insure the least practicable local interference. LESP shall not open up work to the prejudice of work already started, and the OGC Project Manager may require the LESP to finish a section on which work is in progress before work is started on any additional section.
- K. The LESP shall arrange his work and dispose of his materials so as not to interfere with the operations of other LESP's engaged upon adjacent work, shall join his work to that of other contractors in a proper manner and in accordance with the spirit of the plans and specifications, and shall perform his/her work in the proper sequence in relation to that of other contractors, all as may be directed by the OGC Project Manager.

Article 24. DAVIS BACON ACT

- A. As a condition to participate in the G2GN program, all LESP will be required to comply with the Davis-Bacon Act (DBA). To obtain a copy of the entire DBA compliance requirements and documents for posting visit the Department of Energy's and Department of Labor's website at:
 - 1) http://apps1.eere.energy.gov/state_energy_program/davis_bacon_faqs.cfm
 - 2) <http://www.dol.gov/WHD/contracts/dbra.htm>.
- B. The LESP's that are paid under this Federal program will be required to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
- C. Prevailing Wage Requirements. On projects activities where DBA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 are applicable under the Recovery Act. As a consequence of the required DBA requirement, the LESP receiving Recovery Act funds shall pass down and enforce DBA compliance requirements by its subgrantees, contractors, and subcontractors including but not limited to: incorporating in any resultant covered contracts that are in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). The LESP's and subcontractors must post DOL's DBA wage determination and poster at the jobsite for the project activity.
- D. The LESP's must attach the applicable wage determinations to its subcontracts or subagreements funded in whole or part by Recovery Act funds. The LESP's and contractors/subcontractors contracting out work on a covered project must provide the wage determination to the contractors or subcontractors 10 calendar days prior to issuing the work.
- E. Payroll Records. Subrecipients and contractors/subcontractors on these projects funded or assisted in whole or part by Recovery Act funds shall maintain payrolls and basic records relating

to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document. They must also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.

- F. Published Wage Rates. The LESP acknowledges receipt of the Department of Labor's Wage Determination for Miami-Dade, Florida (Attachment I), which can be found at www.wdol.gov. The LESP in any State who do not have published DOL wage rates for a specific classification must submit a request for conformance to the County and DOL. The LESP further acknowledges the conformance process may take up to six weeks to be completed and shall therefore plan its project activities accordingly.

Article 25. COPELAND "ANTI-KICKBACK ACT"

- A. The LESP shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3. Under the Recovery Act, the LESP is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- B. The LESP certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If LESP breaches or violates this warranty, Special Conditions for ARRA funded contracts, the County and DOE may, at its absolute and sole discretion, terminate this agreement without liability to the County and DOE, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

Article 26. BUILDING CODE COMPLIANCE

- A. The LESP shall comply with all applicable laws, regulations, building, and construction codes of the Federal government, the State of Florida, the Miami-Dade County, and any municipal corporation within the boundaries where work is to be performed and shall obtain all occupational licenses and permits as required by law.
- B. The attention of the LESP is directed to the requirements of the Florida Building Code and the Code of Miami-Dade County, Florida, governing the qualifications for LESP's and subcontractors doing business anywhere in Miami-Dade County. The LESP is further directed to the license requirements of the various municipalities located in Miami-Dade County as a prerequisite to the issuance of permits to LESP's and subcontractors within the corporate limits of each municipality.

Article 27. NONDISCRIMINATION

- A. The LESP shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. The LESP is presumed to be familiar with all Federal, State, and local laws, ordinances, codes, rules, and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to

people with disabilities. The LESP will also comply with OMB A-122, OMB A-110, OMB A-21, OMB A-133, and with the applicable procedures specified in this LESP Agreement, which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.

- B. The LESP shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163), which requires mandatory standards and policies relating to energy efficiency.
- C. The LESP shall also comply with the Domestic Violence Leave codified as 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement.

Article 28. AFFIDAVITS REQUIREMENTS

- A. It is expressly understood that the LESP must submit an affidavit attesting that it is not in violation of the Acts. The LESP or subcontractor, subsidiary, or other firm affiliated with or related to the LESP, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with the LESP. The LESP agrees to comply with the terms and conditions of the affidavits:
 - 1) Miami-Dade County Vendor Registration Affidavit (Attachment E)
 - 2) Public Entities Crime Affidavit (Attachment F)
 - 3) Criminal Record Affidavit (Attachment G)
 - 4) Certification Regarding Lobbying Affidavit (Attachment H)
- B. Any contract entered into based upon a false affidavit shall be voidable by the County. If the attesting LESP or its authorizing representative violates any of the Acts during the term of any contract the LESP has with the County, such contract shall be voidable by the County, even if the LESP was not in violation at the time it submitted its affidavit.

Article 29. AFFIRMATIVE ACTION/NON-DISCRIMINATION IN EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE 98-30)

In accordance with Miami-Dade County Ordinance No 98-30, entities with annual gross revenues in excess of \$5,000,000.00 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and, ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for

periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the Office of Grants Coordination. Firms claiming exemption must submit, as part of their application to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses. It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Article 30. CERTIFICATE OF COMPETENCY AND/OR QUALIFIED CONTRACTING LICENSE

- A. The LESP must hold a current valid Certificate of Competency for General Building/Engineering or Specialty Trades Contracting, as required by the Florida Building Code, for the types of work covered by the Contract at the time of bid submission and maintain same throughout the duration of the project. The certificate(s) is to be issued by:
1. The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statute and registered with the Miami-Dade County, Building Department

or

 2. The Dade County Construction Trades Qualifying Board, pursuant to the Provisions of Section 10-3(a) of the County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.1150r Section 489.11i of the Florida Statutes.
- B. Proof of such Certificate(s) must be submitted at the time of initial response and maintained current throughout the period of the Agreement. The County may request proof of continued certification at any time during the contract period. Failure to provide such proof within five (5) working days from notification by the County shall result in the removal from the Agreement and the rejection of any current or future bid submissions.

Article 31. WARRANTY OF CONSTRUCTION

- A. For a period of one year, except as provided below, from the date of Final Acceptance, the LESP warrants that the goods and/or services provided conforms to the Agreement requirements and is free of any patent and/or latent defect of the material or workmanship.
- B. Exception to the above year warranty:
1. Where the manufacturer of material or product provides a warranty in excess of one (1) year, the LESP shall provide an assignment of warranty to the County with the manufacturer's written authorization. The LESP shall be obligated to provide to the County copies of all

manufacturer's warranties and guarantees. Where the County specifies in a bid a warranty greater than one (1) year, such warranty will only be-for the specified bid.

2. The warranty hereunder shall be in addition to whatever rights the County may have under law. The LESP's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.
3. In the event the LESP fails to repair or replace defective work in accordance with the terms of the Agreement, the County shall have the right to collect such costs incurred or withhold the cost of the anticipated repairs by offsetting the amount against any payment due the LESP under any contract between the County and the LESP and the Direct Beneficiary.
4. The warranty covering defective work shall be reinstated for a period of one (1) year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this paragraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.
5. As specified in the construction documents, all guarantees and warranties under the Agreement are fully enforceable by the County acting in its own name.

Article 32. MANUFACTURER'S INSTRUCTIONS

The LESP shall:

- A. Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract and/or bid.
- B. Inspect each item of materials or equipment management immediately prior to installation and reject damaged and defective items.
- C. Recheck measurements and dimensions of the Project, as an integral step in starting each portion of the Project.
- D. Install each unit or section of work during favorable weather conditions, and maintain Project status, which shall ensure the best possible results in coordination with the entire Project and isolate each unit of work from incompatible work as necessary to prevent potential interference among each section and/or deterioration of equipment.
- E. Coordinate enclosure of the Work, which requires inspections and tests so as to minimize the necessity of uncovering Work for that purpose.

Article 33. MOUNTING HEIGHTS

Where mounting heights are not indicated, the LESP shall mount individual units at industry recognized standard mounting heights for the particular application indicated: and refer questionable mounting height choices to the OGC Project Manager for final decision.

Article 34. CLEANING & PROTECTION OF SITE

The LESP shall:

- A. During the handling and installation of the goods and/or services provide for a clean worksite and protect the work in progress and adjoining areas on the basis of continuous maintenance and apply protective covering on installed work where it is required to ensure freedom from damage or deterioration until final completion.
- B. Remove and dispose of all debris, trash and excess materials from the site resulting from the work. Removal shall take place daily and more often if hazards or interferences are presented. Dispose of all material removed off the site in accordance with all federal, state, and local laws.
- C. Remove all debris, trash, and equipment at the end of each workday.
- D. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by storing in appropriate containers and disposing of waste material in a lawful manner.
- E. Not bury or burn waste materials on the worksite.
- F. Not wash liquid waste materials containing chemicals, oil, or unfiltered construction debris down sewers or into waterways.
- G. Provide, as necessary, rodent proof containers for depositing garbage and similar waste generated by the LESP.
- H. Immediately after completion of each phase of the project and prior to Final Acceptance of the Project by the OGC Project Manager, the LESP shall remove all equipment, surplus material, temporary structures, and debris resulting from its operations.
- I. Should the LESP fail, refuse or neglect to remove rubbish waste materials, or to clean the site as required to ensure safety and prevention of accidents, the direct beneficiary will report the incident to the County who may authorize the direct beneficiary to, without obligation, remove and dispose of the rubbish or waste material and clean the site. The County may then deduct the resulting costs from payment due or to become due to the LESP under the Agreement.

Article 35. SAFETY PRECAUTIONS AND REPORTING

- A. The LESP must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used detected or generated at any time, the OGC Project Manager must be immediately notified of each and every occurrence. - The LESP shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including Occupational Safety and Health Administration, Environmental Protection Agency, Department of Environmental Resource Management, Miami-Dade County, State of Florida, and Florida Building Code), which bear on the performance of the work.
- B. The LESP shall take the responsibility to ensure that all work is performed using adequate safeguards, including but not limited to proper safe rigging, safety nets fencing, scaffolding,

barricades, and ladders that are necessary for the protection of its employees, as well as the public and county employees. All riggings and scaffolding shall be constructed with good sound materials of adequate dimensions for their intended use, and substantially braced, tied or secured to insure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, and ladders shall be OSHA approved.

- C. If an emergency condition should develop during the project, the LESP must immediately notify the OGC Project Manager of each and every occurrence. The LESP should also recommend any appropriate courses of action to the OGC Project Manager.
- D. The LESP shall provide such equipment and facilities as are necessary or required in the prevention of worksite accidents. The LESP shall also comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50. In addition, the LESP must report immediately to the OGC Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

Article 36. COSTS INCURRED BY LESPS

Any and all expenses involved in the preparation and submission of applications under this program, or any work performed in connection with development and submission of the application including preparation of the Cost Estimates and Scopes of Service shall be borne by the LESP. No payment will be made for any responses received by the County or for any other effort required of, or made by the LESP prior to commencement of work as defined by an Agreement to be entered into between the County and the LESP approved for funding under this program.

Article 37. TERMINATION

- A. Termination at Will: This agreement, in whole or in part, may be terminated by the County upon no less than ten (10) working days notice when the County determines that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. Termination for Convenience: The County, at its sole discretion, reserves the right to terminate this agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the LESP shall not incur any additional costs under this agreement. OGC shall be liable only for reasonable costs incurred by the LESP prior to notice of termination. OGC shall be the sole judge of "reasonable costs."
- C. Termination Because of Lack of Funds: In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this agreement become unavailable, OGC may terminate this agreement upon no less than twenty-four (24) hours written notification to the LESP. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available. The County may at its discretion terminate, renegotiate, and/or adjust the agreement award whichever is in the best interest of the County.
- D. Termination for Breach: The County reserves the right to terminate this agreement, in part or in whole, or place the LESP on probation in the event the LESP fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the LESP in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The LESP will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any

source and use any method deemed in its best interest. All re-procurement costs shall be borne by the LESP.

- E. The County may terminate this Agreement, in whole or in part, when the County determines, in its sole and absolute discretion that the LESP is not making sufficient progress thereby endangering ultimate agreement performance, or is not materially complying with any term or provision of this agreement.
- F. Unless the LESP's breach is waived by the County in writing, the County may, by written notice to the LESP, terminate this agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- G. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement. The provisions herein do not limit the County's right to legal or equitable remedies. The County may resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- H. In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

Article 38. PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this LESP Agreement that are not contained in this document. Accordingly, the partners agree that no deviation from the terms of this LESP Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

Article 39. CERTIFICATION

By signing this LESP Agreement, all parties hereto agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations, and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to customers.

Article 40. LOBBYING RESTRICTIONS

- A. By accepting funds for implementing energy goods and/or services through the G2GN program, the LESP agrees that none of the funds or goods and/or services shall be expended or used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
- B. This restriction is in addition to those prescribed elsewhere in statute and regulation. By signing this agreement, the LESP certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by LESP or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- C. The LESP may also be required to submit an additional certification statement and disclosure form acceptable to the County and DOE before commencement of the work.

Article 41. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

- A. 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 County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount, which cost shall be included in the total contract amount. The audit cost will be waived deducted by the County from progress payments to the LESP. The audit cost shall also be waived included in all change orders and all contract renewals and extensions, whenever applicable.
- B. Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 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 (1/4) of one percent in any exempted contract at the time of award.
- C. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on this Agreement.
- D. LESP consents to the powers of the Inspector General. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.
- E. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independence private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes including but not limited to project design, bid specifications, proposal submittals, activities of the LESP, its officers, agents and employees, lobbyists, County staff, and elected officials to ensure compliance with Agreement specifications and to detect fraud and corruption.
- F. Upon ten (10) days prior written notice to the LESP from the Inspector General or IPSIG retained by the Inspector General, the LESP shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the LESP's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents,

construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- G. The provisions in this section shall apply to the LESP, its officers, agents, employees, subcontractors, and suppliers. The LESP shall incorporate the provisions in this section in all subcontracts and all other Agreements executed by the LESP in connection with the performance of the Agreement.
- H. Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the LESP or third parties.

Article 42. ASSUMPTION OF RISK

The LESP shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The County shall notify the LESP of any state or federal determination of noncompliance.

Article 43. STANDARD ENVIRONMENTAL REQUIREMENT

If the amount payable to the LESP pursuant to the terms of this Agreement is in excess of \$100,000, the LESP shall comply with all applicable standards, orders, or regulations, issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 h), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); and Executive Order 11738.

Article 44. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

- A. The LESP is restricted from implementing any energy goods and/or services, or taking any action involving the Federal funded project activity that would result in an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding the project. Moving forward with any activities that are not authorized nor approved by the County and DOE in advance of the final NEPA decision will result in the risk of not receiving Federal funding for implementing any energy goods and/or services. DOE has made a conditional NEPA determination for this award and funding for certain activities or tasks other than those listed in Article 6 of this agreement is prohibited until and contingent upon the final NEPA determination. Prohibited actions include but are limited to the following activities or tasks:
 - 1. Demolition, construction, removal, installation or disposal activities, until such time that the LESP complies with the Waste Stream and Historic Preservation clauses. This restriction does not preclude the LESP from: (1) purchasing any necessary equipment or related materials or (2) conducting assessments, studies, and other related administrative work.
 - 2. The LESP shall ensure the safety and structural integrity of any repair, replacement, construction, and/or alteration performed under this project.
 - 3. The LESP must show that boiler replacement (if, applicable) cannot result in a net increase in air emissions before federal funds are expended.

- B. All project activities may be subject to review under the National Environmental Policy Act (NEPA) of 1969 – 42 U.S.C. Section 4321 et seq. If the LESP moves forward with activities that are not authorized by the County and DOE, the LESP are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share. If requested, all applicants must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to the DOE initiating the NEPA process.

Article 45. HISTORIC PRESERVATION

Prior to the implementation of goods and/or services and the expenditure of Federal funds from the G2GN program to alter any structure or site, the LESP in partnership with the Direct Beneficiary is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). Section 110(k) of the NHPA applies to DOE funded activities. The LESP shall avoid taking and receiving any action that results in an adverse effect to historic properties pending compliance with Section 106. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO) to coordinate Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at: <http://www.ncshpo.org/find/index.htm>. The County will approve the implementation of goods and/or services only after a LESP and/or Direct Beneficiary has submitted adequate background documentation to SHPO and the SHPO has provided written concurrence back to the County that it does not object to its Section 106 finding or determination.

Article 46. WASTE STREAM

Prior to the expenditure of federal funds, implementation of goods and/or services, and prior to the disposing of sanitary or hazardous waste associated with an energy efficiency project activity, the LESP must collaborate, whenever possible, with the Direct Beneficiary to provide documentation demonstrating to the County that it has prepared a disposal plan BEFORE sanitary or hazardous waste is generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. The County will only grant approval for the energy efficiency project to take place after a proposed waste stream plan has been provided and written approval received by DOE. While there is no prescribed format required by DOE for a waste plan, it is required that the plan contains the following information: (1) type(s) and estimated volume(s) of waste that the project proponent anticipates will be generated and (2) the disposal path for each waste stream (e.g., landfill disposal, recycling, reuse).

As a reference and to ensure compliance, the LESP can use Miami-Dade County's Solid Waste Ordinance #07-180 – 15.2 by accessing the following link:

(http://www.miamidade.gov/dswm/library/Chapter_15_Definitions_Section.pdf)

Article 47. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Definitions:

For purposes of this clause, **Covered Funds** means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will

have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Prime Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Subrecipient refers to a non-federal organization that receives Recovery Act funds from a Prime Recipient to carry out a Federal program – not a direct program beneficiary.

Special Provisions:

A. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

B. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

D. Publication

Documents may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should

specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this document have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

E. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- (a) gross management of an agency contract or grant relating to covered funds;
- (b) a gross waste of covered funds;
- (c) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (d) an abuse of authority related to the implementation or use of covered funds; or
- (e) as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- (a) Order the employer to take affirmative action to abate the reprisal.
- (b) Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- (c) Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

F. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

G. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

H. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

Article 48. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

- A. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- B. The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.
- C. Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- D. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

Article 49. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (BUY AMERICAN PROVISIONS)

- A. To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.
- B. Buy American provisions apply to all recipients, subrecipients, and contractors working on projects using Recovery Act funding. The provisions only apply to projects involving the construction, alteration, maintenance or repair of a public building or public work. On March 31, 2010, a nationwide limited waiver of the Recovery Act Buy American provisions will expire. After March 31, 2010, EERE grantees are required to procure LED lighting and HVAC units from domestic manufacturers in accordance with the Recovery Act Buy American provisions (with the exception of LED traffic lights, arrows, and crosswalk signals, which are covered by a nationwide categorical waiver based on domestic nonavailability issued on February 11, 2010).

Article 50. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The Buy American provisions apply to all iron, steel, and manufactured goods used for a project funded by Recovery Act appropriations for the construction, alteration, maintenance, or repair of a public building or public work. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacturing occurs in the United States (2 CFR 176.70).

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

**Include all delivery costs to the construction site.*

Article 51. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration, or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements, and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Article 52. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, and the Government Accountability Office.

Article 53. MUTUAL OBLIGATIONS

A. This document, all bids issued under this LESP Agreement, including attachments to this Agreement and the LESP submittals, shall constitute the contract between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized representatives.

B. Nothing in this the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity obligation on the LESP the County, may at its expense, elect to participate in the defense of the claim if the County should so choose. Furthermore, the County may, at its own expense, defend or settle any such claim if the LESP fails to diligently defend such claim, and thereafter seek indemnity for such cost from the LESP.

D. Nothing herein shall alter, affect, modify, change, or extend any other agreement between the LESP and the County, or any department of the County unless specifically stated herein.

Attachment A: Project Activity/Authorization to Receive Goods and/or Services

Attachment B: Project Completion Report/Request for Payment

Attachment C: Request to Change Project Scope/Time Extension

Attachment D: Scope of Work

Attachment E: Miami-Dade County Vendor Registration Package

Attachment F: Public Entities Crime Affidavit

Attachment G: Criminal Record Affidavit

Attachment H: Certification Regarding Lobbying Affidavit

Attachment I: Department of Labor, Davis-Bacon Wage Determination

IN WITNESS WHEREOF, the parties have executed this Agreement by their undersigned officials as duly authorized, this _____ day of _____, 2010.

[ENTER FULL LEGAL NAME OF LESP IN BOLD CAPS; LINE UP WITH BOXES AT RIGHT]

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Authorized Person or
Notary Public

Print Name: _____
Title: _____

Corporate Seal or Notary Seal/Stamp

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____
Name: _____
Deputy Clerk



**GRANTS TO GREEN NONPROFITS
AUTHORIZATION TO RECEIVE GOODS AND/OR SERVICES**

_____ was approved for an actual grant award
(Organization's Legal Name)

amount of \$ _____ to implement Project Activity # _____ for _____

Attached are three (3) cost estimates from approved LESP's for the G2GN program.

I, _____, the President or Authorized Designee
(Print name)

hereby request authorization to receive goods and/or services from LESP # _____.

(Name of LESP)

	LESP Name	Invoice/Quote Number	Cost Estimate
1			
2			
3			

I also understand that this program is funded by the American Recovery and Reinvestment Act of 2009 and agree to comply with the resulting terms if I accept an award implementation. I am aware that any false, fictitious, or fraudulent statements or claims provided on this form will be reason for rejection and disqualification of the approved award implementation and may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

By: _____
(Signature of Authorized Representative)

(Date)



GRANTS TO GREEN NONPROFITS
PROJECT COMPLETION REPORT/REQUEST FOR PAYMENT

I. DIRECT BENEFICIARY / CBO INFORMATION (Type or Print Legibly)

Organization's Legal Name: _____

Project Address: _____

City State Zip: _____

Phone No.: _____ FAX No.: _____

Representative's Name: _____

E-mail Address: _____

Contact Name Phone No.: _____ FAX No.: _____

II. PROJECT INFORMATION

Project Activity: _____

Approved Grant Amount: \$ _____ Grant Document # _____

Project Start Date: _____ Project Completion Date: _____

Total Cost of Project Implementation: \$ _____

Where applicable, please attach a copy(s) of the permits, final inspection report(s), etc. initiated by an enforcement department (e.g. Miami-Dade County or municipality), indicating that the completed project meets the requirements of the implemented project activity.

III. SUMMARY OF THE WORK COMPLETED

IV. ITEMIZATION OF EXPENSES

TYPE OF EQUIPMENT, MANUFACTURER, & MODEL NUMBER

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EQUIPMENT/CONTRACTED SERVICES

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. PROOF OF PAYMENT

Please attach copies of the supplier’s original invoices or receipts indicating the actual cost incurred by the LESP for materials, supplies, equipment, or contracted services to complete the project. Proof of payment must be provided, in the form of an invoice indicating a zero balance or marked “paid” by the vendor/supplier, the front and back of a canceled check, a credit card receipt, or any other documentation which shows proof that the materials, supplies, equipment and/or contracted services for the project were paid. **Please be aware that any purchases, payments or installation made before the Grants To Green Nonprofits Program award approval date will not be reimbursed.**

Please return the completed report to the: Miami-Dade County
Office of Grants Coordination (OGC)
Grants to Green Nonprofits Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Delores “Dee” Green, OGC Project Manager

NOTE: PLEASE PROVIDE A COMPLETED ONE-YEAR FOLLOW-UP REPORT WITHIN THIRTEEN MONTHS OF PROJECT COMPLETION. FAILURE TO PROVIDE THE ONE-YEAR FOLLOW-UP REPORT WITHIN 13 MONTHS OF COMPLETION OF THE PROJECT WILL RESULT IN THE APPLICANT BEING LISTED AS FAILING TO AGREE TO THE TERMS OF THE CONTRACT.

V. JOB CREATION/RETENTION

Did the business increase its workforce and/or avoid layoffs to assist with project activities for the program?
 ___ Yes or ___ No

How many jobs were created and/or retained as a direct or indirect result of this project? _____

How many of those jobs created and/or retained were:

_____ Part-time _____ Full-time
 _____ Temporary Hires _____ Sub-contractors _____ Consultants

I certify that the information supplied in this application herein is true and correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any public agency from applying for public funding.

I also understand that this program is funded by the American Recovery and Reinvestment Act of 2009 and agree to comply with the resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

CBO Authorized Representative

Date

Print Name and Title

LESP Authorized Representative

Date

Print Name and Title

FOR DEPARTMENT USE ONLY	
Project Implementation:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
Reason: _____	

OGC Project Manager's Signature: _____	Date: _____
OGC Fiscal's Manager's Signature: _____	Date: _____



**GRANTS TO GREEN NONPROFITS
REQUEST TO CHANGE SCOPE / TIME EXTENSION REQUEST**

Direct Beneficiary / CBO Information (Type of Print Legibly)

Project Name: _____

Project Address: _____

Project Change Requested: _____

- SCOPE TIME TIME AND SCOPE

Current Agreement End Date: _____

Time Extension Only – Provide New Project Completion Date: _____

Describe Reasons For This Change Request and Proposed Solution: _____

Describe Impact on Project (Time and Project Value (Cost?): _____

Please return the completed report to the:

Miami-Dade County
Office of Grants Coordination (OGC)
Grants to Green Nonprofits Program
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
Attention: Delores "Dee" Green, Project Manager

I certify that the information supplied in this application herein is true and correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any public agency from applying for public funding.

I also understand that this program is funded by the American Reinvestment and Recovery Act of 2009 and agree to comply with the resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

LESP Authorized Representative

Date

Print Name and Title

FOR DEPARTMENT USE ONLY	
Change Request:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED
Reason:	_____

Reviewer's Signature:	_____ Date: _____
Approver's Signature:	_____ Date: _____



Miami-Dade County

VENDOR REGISTRATION PACKAGE

(Business Entity Registration Application)

Department of Procurement Management Vendor Assistance Unit

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Please type or complete in ink and forward package by mail or in person to the address above.

Five vendors are required to complete a Vendor Registration Package prior to the award of any County contract. It is the vendor's responsibility to keep information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

ATTACHMENT E

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

F.E.I.N. _____

S.S.N. _____

**The Vendor Registration Package is comprised of the following four sections.
All sections must be completed and submitted.**

Section 1:	General Business Information	Pages	43-47
Section 2:	Vendor Affidavits Form (Requires Notarized Signature)	Pages	47-51
Section 3:	Vendor Commodity Codes Selection Checklist	Pages	51-57
Section 4:	Vendor Document Checklist and Additional Government Forms	Page	58

SECTION 1: GENERAL BUSINESS INFORMATION (pages 1-4)

1. NAME OF BUSINESS:

Enter the name of the entity, individual(s), partners, or corporation; followed by any other name used to do business (DBA). This business name shall appear on all invoices submitted to the County.

Name of Entity, Individual(s), Partners or Corporation

Doing Business As (If same as above leave blank)

2a. COMPANY BUSINESS ADDRESS:

Enter the physical address for the main office.

Street Address (P.O. Box Numbers are not permitted)

City

State

Zip Code

2b. MAILING ADDRESS:

Enter the business mailing address only if different from above. (Leave blank if address is the same as above).

Street Address (or P. O. Box Number)

City

State

Zip Code

2c. PAYMENT REMITTANCE ADDRESS:

Enter the company address where payment of invoices is to be mailed. (Enter even if same as above).

Street Address (or P.O. Box)

City

State

Zip Code

3. OTHER AFFILIATE:

Enter name and address of Business Affiliate, i.e. parent company or subsidiary with the same Federal Employer Identification Number (FEIN) as firm submitting vendor application.

Parent Company Subsidiary

Name of Firm

Street Address

City

State

Zip Code

4. CONTACT PERSON:

Enter your firm's contact person's name and title.

Mr. Ms.

Mrs.

First Name

MI

Last Name

Title:

5. FIRM'S TELEPHONE NUMBERS:

Enter your firm's telephone number(s) and include Miami-Dade County, long distance or 800 numbers if available, and the fax number for the contact person named above. Enter your firm's e-mail address, if any. Solicitation notices will be e-mailed to this address. If no e-mail address is provided, solicitation notices will be forwarded via fax or to the business mailing address.

Telephone Number: _____

Fax Number: _____

Toll Free Number: _____

E-mail address: _____

6. TYPE OF BUSINESS ORGANIZATION:

Place a checkmark next to the applicable item that describes the type of organization for your firm and enter additional information as requested for that item. If incorporated, a copy of the company Certificate of Incorporation and Form 8109 (Federal Tax Deposit Coupon) shall be submitted as verification of the company name and Federal Employer Identification Number (FEIN). If using a Social Security Number (SSN), a copy of the Social Security card shall be submitted. Also, if a corporation that trades in stock ownership in a public stock exchange market, check "Publicly Traded Corporation" and name the stock exchange market of registration and symbol.

- Corporation - Incorporated in the State of: _____
 - Publicly Traded Corporation: Stock Exchange Market of Symbol
Registration: _____ : _____
 - Partnership: _____
 - Sole Proprietorship (One Individual Owner): _____
 - Not-for-Profit Organization: _____
 - Other (Specify): _____
-

7. YEARS FIRM HAS BEEN IN BUSINESS:

- Less than 1 year 1-5 years 6 to 10 years 10+ years
-

8. PRINCIPALS AND OWNERSHIP:

Please provide the full legal name and business address (Post office box addresses will not be accepted) of all individuals having any interest in a resulting contract. For a corporation, information shall be provided for each officer, director and stockholder holding, directly or indirectly, five (5) percent or more of outstanding stock (please indicate percent of ownership for each). For partnerships, the foregoing information shall be provided for each partner. For a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. If publicly traded corporation or owned by other corporation, indicate so in space provided for below. (Duplicate page if needed for additional names).

<i>FULL LEGAL NAME</i>	<i>TITLE</i>	<i>ADDRESS</i>	<i>% OF OWNERSHIP</i>
Other Corporations:			

9. TYPE OF BUSINESS: (Indicate by checkmark and identify type of commodity and/or service)

Commodities/ Services

- Manufacturer or Producer
- Dealer or Distributor
- Maintenance or Repair
- Rental or Lease
- Construction Contractor

Professional Services _____
 Other _____

10. **TOTAL NUMBER OF EMPLOYEES:** _____

11. **THE MIAMI-DADE COUNTY (MDC) CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE 2-11.1** requires all Miami-Dade County employees and board members to seek a conflict of interest opinion prior to submittal of a bid, response or application of any type to contract with Miami-Dade County by the person or any member of his or her immediate family. Immediate family is defined as spouse, parents, sons and daughters. Pursuant to the ordinance, Miami-Dade County may not award a contract to any covered person who has not received an ethics opinion or a waiver from the Board of County Commissioners.

If you answer yes to questions 11a or 11b below, you are required to obtain a Conflict of Interest Opinion from the Miami-Dade County Commission on Ethics and Public Trust (COE) concerning the relationship of the County employee to the officers or principals of your firm. An opinion from the COE is required prior to the receipt or approval of the vendor application by the Miami-Dade County, Department of Procurement Management. Submit request for a written Conflict of Interest Opinion to: Miami-Dade County Commission on Ethics and Public Trust, 19 West Flagler Street, Suite #820, Miami, Florida, 33130 or fax to (305) 579-0273. Please contact the COE at (305) 579-2594 for further information. It is the responsibility of the vendor to forward the vendor application and the Conflict of Interest Opinion to the Miami-Dade County, Department of Procurement Management for processing.

11a. **ARE ANY OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY EMPLOYEE(S), MIAMI-DADE COUNTY ELECTED OFFICIAL OR BOARD MEMBER?**

YES _____ NO _____ If "yes", complete the information below (use duplicate form for multiple relationships)

Miami-Dade County Employee Name: _____

Owner/ Principal Name: _____

-Dade County Employee I.D. #: _____ Miami-Dade County Department where Employee works: _____
County Employee Hire Date: _____

Position Held: _____

11b. ARE ANY IMMEDIATE FAMILY MEMBERS OF THE OWNERS/PRINCIPALS IN THE FIRM, A MIAMI-DADE COUNTY EMPLOYEE, MIAMI-DADE COUNTY ELECTED OFFICIAL OR BOARD MEMBER?

(Immediate family is defined as spouse, parents, sons and daughters)

YES _____ NO _____ If "yes", complete the information below (use duplicate form for multiple relationships)

Miami-Dade County Employee Name: _____

Owner/Principal Name: _____

Owner/Principal relationship to County Employee: _____

-Dade County Employee I.D. #: _____

Miami-Dade County Department where Employee works: _____

Position Held: _____

County Employee Hire Date: _____

AFFIRMATIONS AND SIGNATURES

The undersigned hereby certifies that the foregoing statements are true and correct and include all of the material necessary to identify and explain the operation of the business described herein as well as the ownership of it. The undersigned agrees to provide Miami-Dade County with current, complete and accurate information for each project contracted and for all proposed changes in any contractual agreement. Misrepresentations shall be grounds for terminating any contract.

Signed this _____ day of _____ 20 _____
(date): _____ day of: _____

Sign by: _____ Name of Firm: _____

Print Name: _____ Title: _____



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management Vendor Assistance Unit

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773 Fax No: 305-375-5409

www.miamidade.gov/dpm

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract.

It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

F.E.I.N. _____

S.S.N. _____

SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)

Name of Entity, Individual (s), Partners, or Corporation

Doing Business As (If same as above, leave blank)

Street Address (Post Office addresses are not acceptable)

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). (Duplicate page if needed for additional names).

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). If "None", please indicate in space below:

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

2. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT**

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

Does your firm have a collective bargaining agreement with its employees?

Yes _____ No _____

Does your firm provide paid health care benefits for its employees?

Yes _____ No _____

3. **Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:**

White

Males _____

Females _____

Black

Males _____

Females _____

Hispanic

Males _____

Females _____

Other

Males _____

Females _____

My initials acknowledge that I have read the aforementioned requirements and the

entity is in compliance.

3. **MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION**

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

My initials acknowledge that I have read the aforementioned requirements and the enti

in compliance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), *which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.*

Section 2-8.1.5 of the Code of Miami-Dade County, *which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

My initials acknowledge that I have read the aforementioned requirements and the
entity is in compliance

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance.

MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade 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)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they

provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter II of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

entity is in compliance.

My initials acknowledge that I have read the aforementioned requirements and the

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

the entity is in compliance.

My initials acknowledge that I have read the aforementioned requirements and

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

in compliance.

My initials acknowledge that I have read the aforementioned requirements and the entity is

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 - 10, pages 5 through 8 of this Vendor Registration Package.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Assistance Unit, immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant)

(Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public - State

of: _____
State

_____ County of

SUBSCRIBED AND SWORN TO (or affirmed) before
me this _____ day of _____ 20 _____

by _____ He or she is personally known to me Or has produced identification

e of Identification Produced _____



Miami-Dade County

VENDOR COMMODITY CODE SELECTION CHECKLIST

Department of Procurement Management Vendor Assistance Unit

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Check the commodity codes below that identify those goods and services your company can supply. Once your Vendor Registration Package is processed, notification of solicitation opportunities for the commodities you select will be forwarded to your company. An update of your commodity selections can be made at any time by resubmitting a new Vendor Commodity Code Selection Checklist.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

er to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

enter your Federal Employee Identification Number (FEIN) or your Social Security Number (SSN).

F.E.I.N. _____
 S.S.N. _____

SECTION 3: CHECK THE ITEMS THAT APPLY TO YOUR BUSINESS (pages 9-14)

COMPANY NAME: _____

Signature of Notary Public

(Serial Number)

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

1. ADVERTISING SPECIALTIES/PROMOTIONAL ITEMS

- 080-00 Badges, Emblems, Nametags, Plates, etc.
- 350-00 Flags, Flag Poles, Banners and Accessories
- 578-84 Promotional and Advertising Items, Souvenirs
- 962-33 Engraving Services: Awards, Trophies, etc.
- 962-37 Flagpole Services
- 962-51 Laminating Services
- 962-52 Mapping Services

- 905-12 Aircraft Crash Removal Services
- 905-14 Airplane/Helicopter Services (Not otherwise classified)
- 905-17 Airport Management Services
- 905-20 Air Rescue and Transfer of Patients
- 905-25 Aerial Crop Dusting and Seeding Services (All Kinds)
- 905-53 Pilot Training services
- 905-60 Removal Services of Rubber Deposits from Runways
- 905-70 Aircraft Storage Space Services (Not Building Lease)
- 906-06 Airport Services (Lighting, Fueling, Navigational Aids, etc.)

2. AIR CONDITIONING, HEATING, VENTILATION, CHILLER PLANTS

- 031-00 Air Conditioning, Heating and Ventilating Equipment, Parts and Accessories
- 740-00 Refrigeration Equipment and Accessories
- 962-23 Chemical Treatment Services of Boilers and Tower Water Plants

4. ANIMALS, LIVE - AND - DRUGS, FOOD, CARE SERVICES AND SUPPLIES

- 040-00 Live Animals
- 325-00 Feed, Bedding, Vitamins and Supplements for Animals
- 080-75 Pet Identification Tags
- 080-80 Wildlife Bands, Labels and Tags
- 962-06 Animal Care, Animal Shelter Service, etc.

3. AIRCRAFT AND AIRPORT EQUIPMENT, ACCESSORIES, SUPPLIES AND SERVICES

- 035-00 Aircraft and Airport Equipment, Parts and Supplies
- 905-03 Aerial Patrolling Services (Not Survey)
- 905-05 Aerial Photography Services
- 905-10 Aerial Surveys (Including Wildlife Censuses)

5. APPAREL, UNIFORMS, GLOVES, SHOES, ETC.

- 200-00 Clothing, Apparel, Uniforms and Accessories
- 800-00 Shoes and Boots

- 962-78 Sewing and Alteration Services
- 962-80 Shoe and Boot Repair

6. APPLIANCES

- 045-00 Appliances and Equipment, Household Type
- 500-00 Laundry and Dry Cleaning Equipment, Accessories, Parts and Supplies

7. ART, CRAFT, PAINTINGS, MUSIC, ENTERTAINMENT

- 232-00 Crafts, General
- 233-00 Craft Supplies and Equipment
- 580-00 Musical Instruments, Accessories and Supplies
- 962-05 Amusement and Entertainment Services
- 962-63 Piano Tuning Services
- 962-72 Restoration/Preservation Services of Antiques, Costumes, Paintings and other Objects

8. AUDIO VISUAL EQUIPMENT, TV/BROADCAST AND PRODUCTION SERVICE EQUIPMENT

- 803-00 Sound Systems, Components, Group Intercom, Public Address Systems
- 855-00 Theatrical Equipment and Supplies
- 840-00 Television Equipment and Accessories

9. AUTOMOTIVE

- 025-00 Air Compressors and Accessories
- 055-00 Accessories for Vehicles
- 060-00 Automotive Maintenance Items
- 065-00 Automotive Bodies, Accessories and Supplies

- 070-00 Automotive Vehicles, Scooters, Trailers and related Transportation Equipment
- 075-00 Automotive Shop Equipment and Supplies
- 110-00 Belts and Belting
- 962-17 Bus and Taxi Services, Limousines and Vans
- 962-62 Pneumatic Tube, Maintenance and Repair
- 962-84 Tire Shredding Services
- 968-90 Vehicle Towing and Storage
- 962-85 Glass Tinting and Coating Services (Automotive and Buildings)

10. BAGS, CONTAINERS, ACCESSORIES

- 085-00 Bags, Bagging, Ties
- 100-00 Barrels, Kegs and Containers
- 320-00 Equipment and Supplies for Fastening, Packaging, Strapping and tying
- 510-00 Laundry Bags, Supplies, Baskets, Trucks, Accessories

11. BUILDING MATERIALS AND SUPPLIES

- 010-00 Acoustical Tile, Insulating Materials, etc.
- 135-00 Bricks and other Clay Products
- 150-00 Builder's Supplies

- 210-00 Concrete and Metal Curvets, Pilings, Septic Tanks, Accessories and Supplies
- 330-00 Fence Materials and Supplies
- 360-00 Floor Covering, Installation and Removal Equipment and Tools
- 440-00 Glass and Glazing Supplies
- 540-00 Lumber and Related Products
- 630-00 Paint, Wall Paper and Related Items
- 658-00 Pipe and Tubing
- 659-00 Pipe Fittings
- 670-00 Plumbing Equipment, Fixture and Supplies
- 745-00 Road and Highway Building Materials (Asphaltic)
- 750-00 Road and Highway Building Materials (Not Asphaltic)
- 770-00 Roofing Materials
- 360-00 Floor Covering Material and Supplies
- 670-00 Plumbing Equipment, Fixtures and Supplies

12. BUILDINGS AND STRUCTURES - MODULAR - FABRICATED AND PREFABRICATED

- 155-00 Modular, Prefabricated and Fabricated Buildings, Bridges, Shelters and other Structures

13. CHEMICALS, EPOXIES

- 180-00 Chemical Raw Material
- 190-00 Chemicals and Solvents
- 192-00 Cleaning Compositions, etc.
- 315-00 Epoxy Based Formulations for Adhesive, New Orleans, etc.
- 885-83 Flocculants, Polymeric
- 505-00 Laundry and Dry Cleaning Compounds and Supplies
- 885-00 Water and Wastewater Treatment Chemicals

14. COMMUNICATIONS/TELECOMMUNICATIONS EQUIPMENT AND SUPPLIES

- 725-00 Radio Communication, Telephone and Telecommunication Equipment, Supplies and Accessories
- 730-00 Radio Communication and Telecommunication Testing, Measuring and Analyzing Equipment and Accessories

15. CONSTRUCTION CONTRACTORS AND SUB-CONTRACTORS

- 906-00 Architect and other Professional Design Services
- 909-00 Building Construction Services
- 910-00 Building Maintenance and Repair Services
- 910-36 Air Conditioning Services
- 910-38 Asbestos Abatement
- 910-46 Lead Based Paint Abatement
- 910-60 Plumbing Services
- 918-00 Consulting Services
- 925-07 Air Conditioning Professional Services

- 962-16 Boring, Drilling, Testing and Sounding Services
- 962-18 Cable Construction Services, Installation/Maintenance (Fiber, Optics, Communication, Computer)
- 962-20 Septic Tank and Cesspool Cleaning and Maintenance Service
- 962-39 Hauling Services
- 962-64 Power Line Construction, Installation and Repair
- 962-96 Well Services (Including Oil, Gas & Water), Drilling, Plugging, Consulting, Maintenance, etc.
- 968-00 General Construction & Maintenance (Airport, Roadways, Utilities, Antenna Tower, Dredging Bridges, Demolition, Excavating, Wrecking and Removal, Sewer /Water/ Wastewater, Public Works Constructions, etc.)
- 968-20 Building Construction Contractor
- 968-43 Golf Course Construction, Repair and Maintenance
- 968-77 Surveying (Not Aerial or Research)
- 968-47 Inspection Services, Construction Type
- 988-00 Roadside, Grounds, Recreational and Park Area Services
- 988-03 Athletic Field Maintenance
- 988-14 Erosion Control Services
- 988-15 Fence Installation and Repair
- 988-20 Fire Break Services
- 988-26 Flood Control Services
- 988-32 Grading (Except for Road Building)
- 988-41 Irrigation System Construction
- 988-46 Landfill Services
- 988-52 Landscaping Design, Fertilizing, Planting, etc. (Not Grounds Maintenance or Tree Trimming)
- 988-63 Park Area Construction/Renovation
- 988-68 Paving and Repair of Parking Lots (Not Including Driveways and Roads)
- 988-83 Swimming Pool Construction, Repairs, Renovations
- 988-86 tennis and Sports court Repair and Renovation

16. CONSTRUCTION CONTRACTOR-TYPE ASSISTANCE (TEMPORARY PERSONNEL AND WORKERS)

- 964-00 Temporary Personnel, Laborers and Workers (All Types)

17. CONSTRUCTION EQUIPMENT - LIGHT AND HEAVY DUTY

- 360-00 Floor Covering Equipment
- 635-00 Painting Equipment and Accessories
- 755-00 Asphalt and Concrete Handling Equipment and Parts
- 760-00 Equipment and Parts: Earth Handling, Grading, Moving, Packing, etc.
- 765-00 Other Road and Highway Equipment and Parts

18. CONSULTING SERVICES

- Accounting, Auditing and Budget Consulting Services
- 918-06 Administrative Consulting Services
- 918-07 Advertising Consulting Services
- 918-09 Agricultural Consulting Services

- 918-12 Analytical Studies and Surveys, Consulting Services
- 918-14 Appraisal, Consulting Services
- 918-19 Buildings, Structures and Components, Consulting Services
- 918-26 Communications: Public Relations Consulting Services
- 918-28 Computer Consulting Services – Hardware
- 918-29 Computer Consulting Services – Software
- 918-31 Construction Consulting Services
- 918-38 Education and Training Consulting Services
- 918-41 Energy Conservation Consulting Services
- 918-42 Engineering Consulting Services
- 918-43 Environmental Consulting Services
- 918-46 Feasibility Studies Consulting Services
- 918-49 Finance/Economics Consulting Services
- 918-52 Food Consulting Services
- 918-54 Furnishing Consulting Services
- 918-58 Governmental Consulting Services
- 918-62 Horticultural Consulting Services
- 918-65 Human Relations Consulting Services
- 918-69 Insurance Consulting Services
- 918-70 Inventory Consulting Services
- 918-75 Management Consulting Services
- 918-76 Marketing Consulting Services
- 918-78 Medical Consulting Services
- 918-81 Natural Disaster Consulting Services
- 918-85 Personnel/Employment Consulting Services
- 918-87 Purchasing Consulting Services
- 918-89 Real Estate/Land Consulting Services
- 918-93 Security/Safety Consulting Services
- 918-95 Telecommunications Consulting Services
- 918-97 Utility Consulting Services: Gas, Water, Electric

19. CREDIT, LOAN, FINANCIAL, LEASING, INSURANCE, TITLE, APPRAISALS, ABSTRACTS, REAL ESTATE

- 946-00 Financial Services
- 953-00 Insurance, All types
- 962-09 Auctioneering Services
- 962-47 Insurance and Risk Management Services

20. DATA PROCESSING EQUIPMENT, SOFTWARE AND SUPPLIES

- 205-00 Computers and Information Processing Systems
- 250-00 Data Processing Cards and Paper
- 920-00 Data Processing Services and Software

21. ELECTRICAL

- 280-00 Electrical Cables and Wires
- 285-00 Electrical Equipment and Supplies

22. ELECTRONIC EQUIPMENT: ANALYZERS, INDICATORS, ETC.

- 220-00 Controlling, Indicating, Measuring, Monitoring and Recording Instruments and Supplies

- 287-00 Electronic Components, Replacement Parts, Accessories and Miscellaneous Electronic Equipment

23. ELEVATORS

- 295-00 Elevators, Building Type

24. ENVIRONMENTAL SERVICE, EQUIPMENT AND SUPPLIES

- 962-40 Hazardous Materials Services
- 962-68 Radioactive Waste Disposal Services
- 988-56 Litter Removal Services, Including Beach Cleaning (Other than Buildings)

25. FACILITIES SUPPLIES, SUPPORT SERVICES AND EQUIPMENT

- 140-00 Broom, Brush and Mop Manufacturing Machinery and Supplies
- 145-00 Brushes
- 225-00 Cooler, Water Fountains (For Drinking Water)
- 192-00 Cleaning Compositions, Detergents, Solvents, Strippers
- 365-00 Floor Maintenance Machines, Parts and Accessories
- 485-00 Janitorial Supplies, General Line
- 910-00 Building Maintenance and Repair Services
- 910-39 Janitorial Services and Custodial Services
- 910-81 Window Washing Services
- 962-21 Cleaning Services, Steam and Pressure
- 962-85 Glass Tinting and Coating Services (Automobile and Buildings)
- 988-82 Swimming Pool Maintenance (Including Water Treatment)

26. FOOD-BEVERAGES-TOBACCO PRODUCTS-ETC.

- 375-00 Foods, Bakery Products (Fresh)
- 380-00 Foods, Dairy Products (Fresh)
- 385-00 Foods, Freeze-Dried, Frozen and Prepared Ready-to-Eat
- 390-00 Foods, Perishable
- 393-00 Foods, Stable Grocery and Grocer's Miscellaneous Items
- 660-00 Pipes, Tobaccos, Smoking Accessories, Alcoholic Beverages
- 962-19 Cafeteria Services
- 962-94 Bottled Water Services

27. FUEL, OIL, GREASE AND LUBRICANTS

- 405-00 Fuel, Oil, Grease and Lubricants
- 962-58 Oil Removal Services, Used (To include Oil and Petroleum Spill Services)
- 962-61 Petroleum Exploration Services

28. FURNITURE, CURTAINS, UPHOLSTERY, INTERIOR DESIGN

- 265-00 Draperies, Curtains, Upholstery
- 420-00 Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School
- 425-00 Furniture: Office
- 565-00 Mattress and Frame
- 962-48 Interior Design/Decorator Service
- 962-90 Upholstery Services (Other than Vehicles)

29. HARDWARE, TOOLS, PAINTS AND ACCESSORIES

- 005-00 Abrasives
- 445-00 Hand Tools (Powered and Non-Powered), Accessories and Supplies
- 450-00 Hardware and Related Items
- 460-00 Hose, Accessories and Supplies: Garden

30. INDUSTRIAL EQUIPMENT AND ACCESSORIES

- 105-00 Bearings (Except Wheel Bearings and Seals)
- 110-00 Belts and Belting: Conveyor, Elevator, Power Transmission, V-Belts
- 140-00 Manufacturing Machinery and Supplies: Broom, Brush, Mop
- 460-00 Hose, Accessories and Supplies: Industrial
- 565-00 Manufacturing Machinery and Supplies: Mattress and Frame
- 895-00 Welding Equipment and Supplies

31. KITCHEN, BAKERY AND RESTAURANT EQUIPMENT, ACCESSORIES AND SUPPLIES

- 090-00 Bakery Equipment, Commercial
- 160-00 Butcher Shop and Heat Processing Equipment
- 165-00 Cafeteria and Kitchen Equipment: Commercial
- 240-00 Cutlery, Dishes, Flatware, Glassware, Trays, Utensils, etc.
- 245-00 Dairy Equipment and Supplies
- 370-00 Food Processing and Canning Equipment and Supplies

32. LABORATORY EQUIPMENT, SUPPLIES AND SERVICE

- 175-00 Chemical Laboratory Equipment and Supplies
- 193-00 Clinical Laboratory Reagents and Tests: Blood Grouping, Diagnostic, Drug Monitoring, etc.
- 415-00 Laboratory Furniture
- 490-00 Laboratory Equipment and Accessories: Nuclear, Optical, And Physical
- 493-00 Laboratory Equipment and Accessories: Biochemistry, Chemistry, Environmental, Science, etc.
- 495-00 Laboratory and Field Equipment and Supplies: Biology, Botany, Geology, Microbiology, Zoology, etc.
- 962-22 Chemical Laboratory Services

33. LANDSCAPING AND LAWN MAINTENANCE SERVICE, EQUIPMENT, TOOLS AND SUPPLIES

- 020-00 Agricultural Equipment, Implements and Accessories
- 335-00 Fertilizers and Soil Conditioners
- 515-00 Lawn Maintenance Equipment, Accessories and Parts
- 595-00 Nursery Stock, Equipment and Supplies
- 790-00 Seed, Sod, Soil, Inoculants
- 968-88 Tree and Shrub Removal Services
- 988-36 Grounds Maintenance: Lawn Mowing, Edging, Plant, Trimming, etc.
- 988-88 Tree Trimming and Pruning Services
- 988-89 Weed and Vegetation Control Services

34. LEATHER GOODS, LUGGAGE, PURSES, FABRIC, NOTIONS AND ACCESSORIES

- 520-00 Leather and Related Equipment Products, Accessories and

- 530-00 Supplies
Luggage, Brief cases, Purses and Related Items
- 590-00 Notions and Related Sewing Accessories and Supplies

35. MARINE EQUIPMENT, SUPPLIES AND SERVICE

- 120-00 Boats, Motors, Marine and Wildlife Equipment and Supplies
- 962-26 Diving Services
- 962-53 Marine Equipment and Marine Life Services (Except Maintenance and Repair)
- 962-54 Marine Buoys, Lights, etc., including servicing (Not Major Equipment)

36. MASS TRANSIT (BUS, RAIL, PEOPLE'S MOVER)

- 556-00 Transit Bus
- 557-00 Transit Bus Accessories and Supplies
- 558-00 Rail Vehicles and Systems
- 559-00 Rail Vehicle Parts and Accessories
- 864-00 Train Control, Electronics

37. MEDICAL AND HOSPITAL EQUIPMENT, SUPPLIES AND SERVICE (INCLUDING PHARMACEUTICALS, DRUGS AND BIOCHEMICALS)

- 260-00 Dental Equipment and Supplies
- 270-00 Drugs, Pharmaceuticals and Biological (For Human Therapeutic use)
- 271-00 Drugs, Pharmaceuticals and Sets (For high Volume Administration, Infusion, Irrigation, Tube Feeding)
- 410-00 Health Care and Hospital Facility Furniture
- 430-00 Gases, Containers and Equipment for Medical and Lab
- 435-00 Germicides, Cleaners and Related Sanitation Products for Health Care
- 465-00 Hospital and Surgical Equipment, Instruments and Supplies
- 470-00 Hospital Equipment and Supplies: Mobility, Speech Impaired, Restraint Items
- 475-00 Hospital, Surgical and Related Medical Accessories and Sundry Items
- 625-00 Optical Equipment, Accessories and Supplies
- 710-00 Prosthetic Devices, Hearing Aids, Auditory Testing Equipment, Electronic Reading Devices, etc.
- 948-00 Health Related Services
- 875-00 Veterinary Equipment, Accessories and Supplies
- 898-00 X-Ray and other Radiological Equipment and Supplies (Medical)

38. METAL, METAL FABRICATION, FOUNDRY CASTING, MACHINE SHOP

- 400-00 Equipment and Supplies, Foundry Castings
- 570-00 Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes, Tubing and Fabricated Items
- 962-38 Galvanizing Services, Hot and Cold Dip, Plating Services
- 962-45 Industrial Electroplating Services
- 962-55 Metal Coating Services: Thermal, Spray and H.V.O.F. (High Velocity Oxy-Fuel)
- 962-82 Silver Recovery Services

39. MICROFICHE AND MICROFILMING SERVICES AND EQUIPMENT

- 575-00 Microfiche and Microfilm Equipment, Accessories and Supplies

40. MISCELLANEOUS SERVICES

- 962-31 Electrostatic Painting Services
- 962-36 Fireworks Display and Carnival Services
- 962-46 Installation Services (Not otherwise classified)
- 962-50 Leak Detection Services: Gas, Water, Chemical
- 962-59 Parking Services: Operation, Admission, Supervision
- 962-60 Party and Holiday Decorating Services
- 962-69 Records Management and Disposal
- 962-71 Religious Services
- 962-73 Restoration/Reclamation Services of Land and other Properties
- 968-46 Incinerator Services
- 578-35 Election Equipment and Supplies

41. MISCELLANEOUS PROFESSIONAL SERVICES

- 961-02 Administrative Services (All Kinds)
- 961-04 Artistic Services
- 961-12 Codification Services of Government Codes
- 961-15 Concession Services, Vending Services-Mobile and Stationary
- 961-17 Construction Management Services
- 961-19 Conservation and Resource Management Services
- 961-21 Cost Estimating Services
- 961-24 Court Reporting Services
- 961-27 Decontamination Services
- 961-29 Economic Impact Study Services
- 961-30 Employment Agency and Search Firm Services (Except for Temporary Personnel)
- 961-32 Environmental Impact Study Services
- 961-37 Fleet Management Services
- 961-39 Floral Designing and Arranging Services
- 961-41 Fuel Management
- 961-43 Hydrological Services
- 961-45 Inspections and Certification Services
- 961-48 Laboratory and Field Testing Services (Not otherwise classified)
- 961-50 Legal Services
- 961-51 Lobby Services
- 961-53 Marketing Services
- 961-55 Mining Services (Including Consulting and Geological Services)
- 961-57 Musical Production Services
- 961-60 Public Opinion Survey Services
- 961-64 Real Estate Services
- 961-66 Sign Painting Services
- 961-68 Sports Professional Services (Including Sports and Recreational Programs)
- 961-69 Testing and Monitoring Services (Air, Gas, Water)
- 961-70 Tank Management Services, Storage (Including Underground)
- 961-72 Transcription Services, Legal and Medical

- 961-74 Transit Management and Operations Services
- 961-75 Translation Services
- 961-78 Travel Agency, Chartering and Tour Guide Services
- 961-79 Travel Program Management Services
- 961-86 Veterinary Services
- 961-88 Weather Forecasting Services
- 961-90 Writing Services, All Kinds
- 961-94 Zoning, Land Use Study Services
- 999-99 Pre-Qualified Architects and Engineers

42. MONEY MACHINES, FARE COLLECTION EQUIPMENT

- 318-00 Fare Collection Equipment and Supplies, Money Machines

43. MOTORS, PUMPS, COMPRESSORS

- 025-00 Air compressors and Accessories
- 720-00 Pumping Equipment and Accessories
- 929-61 Motor Rewinding and Repairing, Electric
- 545-49 Motors and Engines, Industrial, All Types (Not Automotive, Lawn or Marine)
- 285-00 Motors and Parts (Fractional and Integral), Controllers, Relays, Switches, Starters, Coils, Brushes, etc.

44. MOVING, STORAGE, TRANSPORTATION, DISPOSAL, REMOVAL AND DELIVERY SERVICE, EQUIPMENT AND SUPPLIES

- 560-00 Material Handling and Storage Equipment and Accessories
- 962-24 Courier/Delivery Service
- 962-25 Removal and Disposal of Dead Animals
- 962-56 Moving Services
- 962-57 Moving Services, House, Portable Buildings, Trailers,
- 295-50 Moving Walks and Parts
- 962-86 Transportation of Goods (Freight)
- 962-95 Warehousing and Storage Services (Not Storage Space Rental)

45. OFFICE/SCHOOL/LIBRARY SUPPLIES

- 015-00 Paper and Supplies for Office Machines
- 310-00 Envelopes, Plain or Printed
- 610-00 Carbon Paper and Ribbons
- 615-00 Office Supplies, General
- 620-00 Erasers, Inks, Leads, Pens, Pencils, etc.
- 645-00 Paper (For Office and Printing Use)
- 715-00 Publications and Audio Visual Materials
- 785-00 School Equipment and Supplies
- 962-74 Re-inking Services for Ribbons
- 956-00 Library Services, Subscriptions

46. OFFICE EQUIPMENT, SUPPLIES AND ACCESSORIES

- 555-00 Marking and Stenciling Devices
- 600-00 Office Machines, Equipment and Accessories
- 605-00 Office Mechanical Aids, Small Machines and

Apparatuses

47. PARK AND PLAYGROUND EQUIPMENT, SPORTING GOODS, SUPPLIES, ACCESSORIES, ETC.

- 195-00 Clocks, Timers
- 650-00 Park, Playground, Recreational Area and Swimming Pool Equipment
- 805-00 Sporting and Athletic Goods
- 962-08 Athletic Training Services

48. PERSONAL ITEMS AND BEAUTY CARE AND SUPPLIES

- 095-00 Barber and Beauty Shop Equipment and Supplies
- 195-00 Clocks, Timers, Watches and Jeweler's and Watchmaker's Tools and Equipment

49. PEST CONTROL SERVICE, EQUIPMENT AND SUPPLIES

- 675-00 Poisons: Agricultural and Industrial
- 910-59 Pest Control Service and Termite Inspection
- 988-72 Pest Control Services (Other than Buildings)

50. PHOTOGRAPHIC EQUIPMENT, SUPPLIES AND SERVICE

- 655-00 Photographic Equipment and Supplies

51. PRINTING EQUIPMENT, MACHINE SUPPLIES AND ACCESSORIES

- 700-00 Printing Plant Equipment, Accessories, Machine Supplies and Maintenance

52. PRINTING SERVICES

- 125-00 Bookbinding Supplies
- 255-00 Decals and Stamps
- 300-00 Embossing and Engraving
- 310-00 Envelopes
- 395-00 Continuous Forms: Snap-outs, Computer Forms
- 860-00 Tickets, coupon Books, Sales Books, Strip Books, etc.
- 908-00 Bookbinding, Re-binding and Repairing
- 962-14 Blueprinting Services
- 965-00 Printing Preparations, Etching, Photoengraving, Preparation of Mats, Negatives and Plates
- 966-00 Printing, Publishing, Silk Screening, Typesetting
- 915-76 Reproduction (Copy Machines)
- 956-20 Copying Services

53. RECYCLED AND RECYCLABLE MATERIALS, PRODUCTS AND SERVICES

- 100-67 Containers, Recycling
- 310-60 Envelopes, Recycled Paper
- 395-51 Continuous Forms, Recycled, All Types
- 405-87 Recycled Petroleum Products
- 410-68 Recycled Health care and Hospital Furniture
- 415-57 Recycled Laboratory Furniture (All Types)
- 420-81 Recycled Furniture for Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School (All Types)
- 425-64 Recycled Office Furniture (All Types)
- 440-62 Recycled Glass Products

- 450-64 Recycled Hardware and Rubber Products
- 465-81 Recycled Hospital and Surgical Equipment
- 470-58 Recycled Mobility, Speech Impaired and Restraint Items
- 475-72 Recycled Hospital Accessories and Sundry Equipment and Supplies
- 520-61 Recycled Leather Products
- 540-77 Recycled Lumber
- 578-64 Recycling Equipment, Machines and Supplies
- 610-33 Recycled Carbon Paper
- 610-34 Recycled Ribbons
- 615-73 Recycled Office Supplies
- 620-94 Recycled Pens and Pencils
- 640-66 Recycled Paper, Plastics and Styrofoam Products (Disposable Type)
- 645-00 Recycled Paper Stock
- 650-48 Recycled Recreational and Park Equipment
- 655-79 Recycled Photographic Equipment and Supplies
- 745-68 Recycled Asphalt
- 755-37 Asphalt Recycling Equipment
- 906-74 Recycling System Services
- 962-70 Recycling Services (Including Collection)

54. RENTAL OR LEASE – ALL TYPES: EQUIPMENT, SPACE, LAND, LOT, ETC.

- 971-00 Rental or Lease – Real Property, Hotel/Motel Accommodations, Exhibit Booth, etc.
- 975-00 Rental or Lease – Equipment, Tools, Appliances, Furniture, Vehicles, Instruments, Machinery, etc.

55. REPAIRS, MAINTENANCE AND RECONDITIONING

- 928-00 Automobiles Trucks, Trailers, Buses, etc.
- 929-00 Agricultural, Industrial, Marine and Heavy Equipment
- 931-00 Appliances, Athletic, cafeteria, Furniture, Musical Instruments
- 934-00 Laundry, Lawn, Painting, Plumbing and Spraying Equipment
- 936-00 General Equipment
- 938-00 Hospital, Laboratory and Testing Equipment
- 939-00 Office and Photographic Equipment, Radios and TV Sets
- 940-00 Railroad and Track Equipment

56. SALE OF SURPLUS AND OBSOLETE ITEMS

- 998-00 Sale of Surplus and Obsolete Items

57. SECURITY AND SAFETY EQUIPMENT, SUPPLIES AND SERVICE

- 340-00 Fire Protection Equipment and Supplies
- 345-00 First Aid and Safety Equipment and Supplies
- 550-20 Flares and Fuses
- 680-00 Police Equipment and Supplies
- 962-65 Protection Services (Not Including Buildings)

- 990-05 Alarm Services
- 990-10 Armored Car Services
- 990-22 Card Access Security Services
- 990-25 Crime Prevention Services
- 990-27 Crossing Guard Services
- 990-30 Disaster Relief Services
- 990-32 Driver's License Services
- 990-37 Emergency Medical and Ambulance Services (Excluding Fire Services)
- 990-41 Fingerprinting Services
- 990-42 Fire and Safety Services
- 990-46 Guard and Security Services
- 990-52 Investigative Services
- 990-67 Patrol Services
- 990-70 Polygraph Testing Services
- 990-77 Safety Training and Awareness Services (Highway Safety, Boating, Seat Belt, etc.)
- 990-80 Surveillance Services

58. SIGNS, SIGNAGE AND TRAFFIC CONTROL DEVICES

- 550-00 Markers, Plaques, Signs and Traffic Control Devices
- 550-20 Flares and Fuses
- 968-80 Traffic Sign Installation
- 968-81 Traffic Sign Maintenance and Repair
- 968-82 Traffic Signal Installation
- 968-83 Traffic Signal Maintenance and Repair

59. SOCIAL AND COMMUNITY SERVICES

- 964-00 Temporary Personnel and Workers (All Types)

60. WATERWORKS AND SEWAGE UTILITIES

- 890-00 Water Supply and Sewage Treatment Equipment
- 962-91 Utility Locator Service (Underground)
- 962-92 Video Scanning Services of Sewers, /Waterwells, etc.
- 968-00 Utilities, Water, Wastewater Services, Construction and Maintenance
- 968-65 Pipeline Construction and Repair
- 968-68 Sewer and Storm Drain Construction
- 968-69 Sewer Maintenance and Repair
- 968-73 Storm Drain Cleaning, Repair and Sludge Removal Services
- 968-93 Well Pointing Services (De-watering)
- 968-94 Waterproofing Systems and Repair Work
- 968-95 Wastewater Treatment Plant, Operations, Testing, Maintenance
- 968-96 Water System, Mains and Service Line Construction and Repair Service



Miami-Dade County

VENDOR CHECKLIST OF DOCUMENTS TO BE SUBMITTED

Department of Procurement Management Vendor Assistance Unit

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

In order to establish a computer file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your "County Vendor Number".

Please enter your Federal Employee Identification Number (FEIN) Number **or** your Social Security Number (SSN).

F.E.I.N. _____

S.S.N. _____

SECTION 4: CHECKLIST OF DOCUMENTS TO BE SUBMITTED (pages 15)

Submit copy of current Local Business Tax Receipt (formerly the Miami-Dade County Occupational License) for businesses physically located in Miami-Dade County). Contact the Miami-Dade Tax Collector's Office at www.miamidade.gov/taxcollector or contact:

The Miami-Dade County Tax Collector's Main Office, Local Business Tax Section
140 West Flagler, Room 101, Miami, Florida, 33130
Telephone: (305) 270-4949
Fax: (305) 372-6368

-or-

The Miami-Dade County Tax Collector's Office
South Dade Government Center, 10710 SW 211 Street, Room 104
Miami, Florida 33189

Submit copy of Certificate if your company is under one of the following:

- Corporation
- Trademarks
- Limited Partnerships
- Limited Liability Company
- Limited Liability & General Partnerships
- Fictitious Business Name(s), if required

Note: Miami-Dade County will confirm the validity of Certificates with the applicable state authority. For companies located in Florida and registered with the Florida Department of State, Division of Corporations, the company's Federal Employer Identification Number (FEIN) must be posted on the Florida Division of Corporation's website. To confirm that your FEIN is posted, visit the State website at www.sunbiz.org Under "Document Search", press "Inquire by Name" or "Inquire by Federal Employer Identification Number (FEIN)" to produce the corresponding report.

If your company's Federal Employer Identification Number (FEIN) is not posted, contact the Florida Department of State, Division of Corporations and request that your company (FEIN) be added to your file posted on the web. Requests must be provided on your company's letterhead and reference the document number assigned when your company was registered. Submit your request via fax to (1-850-245-6013), **or** contact the agency at 1-850-245-6052 for additional information.



Miami-Dade County

DEPARTMENT OF PROCUREMENT MANAGEMENT

NOTICE OF REQUIREMENTS CONCERNING THE USE OF SOCIAL SECURITY NUMBERS

Effective October 1, 2007, the Florida Legislature adopted new requirements under Section 119.071(5) of the Florida Statutes, relating to the collection and dissemination of Social Security Numbers by all "Agencies" in Florida. Under the new requirements, an agency may not collect an individual's Social Security Number unless the agency has stated in writing the purpose for its collection.

Please be aware that the Miami-Dade County Department of Procurement Management (County) collects Social Security Numbers from individuals, in lieu of a Federal Employer Identification Number (FEIN), if a FEIN has not been issued by the Internal Revenue Service for the individual/firm registering as a vendor with the County.

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

If you have any questions concerning the use of your Social Security Number, you may contact the Department of Procurement Management, Vendor Assistance Unit at (305) 375-5773.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATS

1. This form statement is submitted to Miami-Dade County

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. 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 an directly related to the transactions 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 or contract for goods or services to be provided to public entity or agency or political subdivision of any other conspiracy, or material misinterpretation.
3. 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 an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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 Florida during the preceding 36 months shall be considered an affiliate.
5. 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 within the legal power to enter into a binding contract and which bids or applies to bid on contracts of the provision of goods or entity. The term "person" includes those, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting sworn statement, not any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** (please indicate which additional statement applies.)

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED I PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 28.017 FLORIDA STATUTES FOR A CATEGROY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 200_____.

Personally Known _____

Or produced identification _____ Notary Public-State of _____

_____ My commission expires _____

(Type or Identification)

(Printed, typed or stamped commissioned name of notary public)

MIAMI-DADE COUNTY
CRIMINAL RECORD AFFIDAVIT

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past (10) years.

When the Proposer is an individual:

By: _____
(Signature of individual) (Address)

When the Proposer is a sole proprietorship or operates under a trade name:

(Printed name of firm)

By: _____
(Signature of individual) (Address)

When the Proposer is a corporation:

(Printed name of business) (Business address)

By: _____
(Printed name of individual) (Signature of individual)

(STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ on behalf of _____ who is personally
known to me or has produced _____, as identification and
who () did () did not take an oath.

Notary Seal:

Notary Signature: _____

Type or Print Name: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants – Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for Influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract* grant, loan, or cooperative agreement.
2. If any, funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for no less than \$10,000 and not more than \$100,000 for each such failure.

BY: _____
(Print or Type, Name of Firm)

NAME: _____
(Authorized Representative)

SIGNATURE: _____
(Authorized Representative)

TITLE: _____

DATE: _____

**Department of Labor
Davis-Bacon Wage Determination**

ATTACHMENT I

General Decision Number: FL100126 04/23/2010 FL126

Superseded General Decision Number: FL20080126

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	3/12/2010
1	3/26/2010
2	4/23/2010

CARP0079-001 04/01/2009	Rates		Fringes
CARPENTER (Form Work Only)	\$	22.20	\$ 6.67
<hr/>			
ELEC0349-001 08/31/2009	Rates		Fringes
ELECTRICIAN, Including HVAC Temperature Control Installation Electrical contracts including materials that are over \$2,000,000	\$	29.61	\$ 8.71
Electrical contracts including materials that are under \$2,000,000	\$	27.15	\$ 8.44
<hr/>			
* ELEV0071-001 01/01/2010	Rates		Fringes
ELEVATOR MECHANIC	\$	36.44	\$ 20.24

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Day, years of service as Vacation Pay plus the Friday after Thanksgiving.

ENGI0487-001 01/01/2010	Rates		Fringes
OPERATOR: Backhoe/Excavator	\$	21.00	\$ 8.75
OPERATOR: Concrete Pump Trailer Mounted	\$	20.44	\$ 8.75
Truck Mounted	\$	26.21	\$ 8.75
OPERATOR: Crane All Cranes Over 15 Ton Capacity; Boom Truck	\$	28.05	\$ 8.75
Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under; Boom Truck	\$	21.00	\$ 8.75
OPERATOR: Mechanic	\$	21.00	\$ 8.75
OPERATOR: Oiler	\$	21.00	\$ 8.75

**Department of Labor
Davis-Bacon Wage Determination**

ATTACHMENT I

	Rates	Fringes
IRON0272-003 10/01/2006 IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	\$ 26.70	\$ 6.43
PAIN0365-003 01/01/2010 PAINTER: Steel, Spray and Roller,Excluding Drywall Finishing/Taping	\$ 19.50	\$ 6.90
SFFL0821-001 01/01/2010 SPRINKLER FITTER (Fire Sprinklers)	\$ 26.80	\$ 14.30
SH EE0032-003 01/01/2009 SHEETMETAL WORKER (HVAC Duct Installation Only)	\$ 24.42	\$ 11.36
SUFL2009-023 05/22/2009 BRICKLAYER	\$ 18.93	\$ -
CARPENTER, Including Acoustical Ceiling Installation (Excluding Drywall Hanging and Form Work)	\$ 15.54	\$ -
CEMENT MASON/CONCRETE FINISHER	\$ 11.13	\$ -
DRYWALL HANGER	\$ 14.00	\$ 0.57
FENCE ERECTOR	\$ 10.00	\$ -
FLOOR LAYER: Carpet (Soft) Floor	\$ 19.00	\$ 2.10
GLAZIER	\$ 16.89	\$ 2.69
HVAC MECHANIC (HVAC Pipe Installation Only)	\$ 16.19	\$ 2.48
HVAC MECHANIC (HVAC System Installation Only)	\$ 17.91	\$ 2.64
INSTALLER - OVERHEAD DOOR	\$ 14.40	\$ -
LABORER: Asphalt Raker	\$ 10.40	\$ -
LABORER: Asphalt Shoveler	\$ 7.88	\$ -
LABORER: Common or General	\$ 9.85	\$ -
LABORER: Concrete Saw	\$ 12.63	\$ -
LABORER: Mason Tender - Brick	\$ 10.85	\$ -
LABORER: Mason Tender - Cement/Concrete	\$ 12.83	\$ 1.90
LABORER: Pipelayer	\$ 13.87	\$ 1.58
LABORER: Roof Tearoff	\$ 8.44	\$ -
LABORER: Landscape and Irrigation	\$ 10.00	\$ 1.60

**Department of Labor
Davis-Bacon Wage Determination**

ATTACHMENT I

MECHANICAL INSULATOR, Including Duct and Pipe	\$	13.98	\$	2.07
OPERATOR: Asphalt Spreader	\$	11.41	\$	-
OPERATOR: Bulldozer	\$	16.21	\$	-
OPERATOR: Distributor	\$	12.37	\$	-
OPERATOR: Forklift	\$	14.00	\$	-
OPERATOR: Grader (Blade)	\$	13.73	\$	-
OPERATOR: Loader	\$	16.00	\$	2.82
OPERATOR: Paver	\$	12.75	\$	-
OPERATOR: Roller	\$	10.94	\$	-
OPERATOR: Screed	\$	13.05	\$	-
OPERATOR: Tractor	\$	9.91	\$	-
OPERATOR: Trencher	\$	11.75	\$	-
PAINTER: Brush (Includes Drywall Finishing/Taping)	\$	13.72	\$	2.22
PIPEFITTER (Excluding HVAC Pipe Installation)	\$	17.85	\$	2.54
PLASTERER	\$	15.05	\$	-
PLUMBER (Excluding HVAC Pipe Installation)	\$	20.00	\$	1.37
ROOFER (Metal Roof Only)	\$	17.10	\$	-
ROOFER, Including Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply and Slate & Tile (Excluding Metal Roof)	\$	13.59	\$	-
SHEETMETAL WORKER (Excluding HVAC Duct Installation)	\$	15.62	\$	2.03
TILE SETTER	\$	16.50	\$	2.10
TRUCK DRIVER: 3 Axle Truck	\$	10.50	\$	0.80
TRUCK DRIVER: Dump Truck	\$	10.00	\$	-
TRUCK DRIVER: Lowboy Truck	\$	13.78	\$	-

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

Department of Labor
Davis-Bacon Wage Determination

ATTACHMENT I

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION