

**REQUEST FOR PROPOSALS (RFP) No. 887  
FOR A  
CIVIL PROCESS SOLUTION**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

December 04, 2013 at 10:00 A.M. (Local Time)  
111 NW 1<sup>st</sup> Street, 18<sup>th</sup> Floor, Conference Room 18-4, Miami, FL

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Services Division  
for the  
Miami-Dade Police Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Dakota Thompson, CPPB, Procurement Contracting Officer 2  
111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
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**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

**JANUARY 13, 2014 AT 2:00 PM (Local Time)**

at

CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm) or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

## 1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

### 1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Police Department, is soliciting proposals for a commercially available Civil Process Solution (Solution). The Solution is intended to manage efficiently and effectively the entire civil service and associated processes. The selected Proposer shall be responsible for providing all required software licenses, implementation services, inclusive of all customization, configuration, training, data conversion, and testing services as well as provide on-going technical support and maintenance for the proposed Solution.

The County anticipates awarding a contract for an initial five year period, with two, five-year options to renew, at the County's sole discretion.

#### **The anticipated schedule for this solicitation is as follows:**

Solicitation issued:	Tuesday, November 19, 2013
Pre-Proposal Conference	See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email <a href="mailto:hjwrig@miamidade.gov">hjwrig@miamidade.gov</a> at least five days in advance.
Deadline for receipt of questions:	Wednesday, December 11, 2013 at 5:00PM (Local Time)
Proposal due date:	See front cover for date, time and place.
Evaluation process:	Anticipated to begin the week of January 31, 2014
Projected award date:	Anticipated June, 2014

### 1.2 Definitions

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

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Should", "Will", "Can" to mean desirable features, but not mandatory requirements.
9. The word "MDPD" to mean the Miami-Dade Police Department.

### **1.3 General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.4 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a “Cone of Silence” is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County’s professional staff including, but not limited to, the County Mayor and the County Mayor’s staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County’s professional staff including, but not limited to, the County Mayor and the County Mayor’s staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County’s professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

#### **1.5 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **1.6 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

## **1.7 Collusion**

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.0 SCOPE OF SERVICES**

### **2.1 INTRODUCTION**

Miami-Dade County, hereinafter referred to as the "County", as represented by the Miami-Dade Police Department, hereinafter referred to as "MDPD", is soliciting proposals for a commercially available turn-key Civil Process Solution (Solution). The selected Solution will serve as a replacement to the existing legacy Civil Process Bureau (CPB) solution which was custom developed internally and provide MDPD with the ability to manage efficiently and effectively the entire civil service and associated processes. The selected Proposer shall be responsible for providing all required software licenses, implementation services, inclusive of all customization, configuration, training, data conversion, and testing services as well as provide on-going technical support and maintenance for the proposed Solution. The selected proposer shall provide the recommendation on hardware which will be procured by the County.

### **2.2 BACKGROUND**

MDPD is one of the largest police departments in the Southeastern United States. MDPD's Court Services Bureau (CSB) is responsible for processing and serving various types of court documents (civil and criminal subpoenas, summons, tax notices, eviction notices, etc.) to and for the 2.5 million residents throughout the County. These processes require initial entry, potential modifications, attempt documentation, service return preparation, and daily/weekly/monthly/annual reporting. Payouts, refunds, and transfers are also a part of the daily operation of the Bureau. The CSB also provides security services for all court facilities within the 11<sup>th</sup> Judicial Circuit, and coordinates MDPD's recovery of costs from individuals that were adjudicated in accordance with Florida State Statute 938.27 upon conviction

In May 2010, the Office of Strategic Business Management conducted an efficiency study of the CSB, and recommended that the technology utilized by the CSB be updated to improve efficiency, accuracy, and the overall service provided to its customers. MDPD is seeking to replace the existing CPB solution with a Solution that completely and accurately manages the entirety of the civil process solution.

The proposed Solution shall utilize technology and agency-defined business rules to streamline processes, facilitate data movement across various agencies, and govern data access. The proposed Solution should have the capability of also tracking the CSB Sheriff's Auctions and other essential accounting functions performed by CSB. In a time when budgets are tight and workload is increasing, the Solution should improve the product quality and operational efficiency by streamlining information and data entry while aligning interfaces with established solutions. The proposed Solution shall be designed to allow continued enhancement and incorporation of new technologies in the future. The proposed Solution should minimize much of the duplicate data entry that occurs between the Clerk of the Courts (COC) and MDPD.

### **2.3 ACRONYMS USED WITHIN THIS SCOPE OF SERVICES**

The following Acronyms are utilized throughout this scope of services and defined below:

COC	Clerk of the Courts
CPB	Civil Process Bureau (system)
CSB	Court Services Bureau (MDPD entity)
GIS	Geographic Information System
IDMS	Integrated Data Management System
JPEG	Joint Photographic Experts Group
MDPD	Miami-Dade Police Department
PDF	Portable Document Format
ROS	Return-of-Service form
SSL	Secure Socket Layer
TIF	Tagged Image File
VPN	Virtual Private Network
XML	eExtensible Markup Language

### **2.4 CURRENT PROCESSES**

The CSB currently utilizes an in-house written Civil Process Bureau (CPB) application residing on the County's mainframe which uses the Integrated Database Management System (IDMS) and is approximately 25 years old. The current solution also interfaces to the County's Civil mainframe application (CPB) (non-Criminal information), as well as the County's Odyssey solution (Family Court information). This Civil solution is currently used to track all Sheriff functions at MDPD with close interaction to the COC.

Under the current solution, the interface that transfers data with the COC is very limited. Once writs are received by CSB, personnel enter contact information for petitioners/plaintiffs, respondents/defendants, attorneys, and/or individuals to be served. This information is used to generate a three-part (three-sheet) Return-of-Service (ROS) form. The three-part ROS form consists of three sheets: 1) the Original, 2) a duplicate, and 3) a comment sheet. Each form is attached to each writ, counted manually and then distributed to designated zones for assignment. Unsuccessful attempts are documented by assigned personnel on the comment sheet. Once service is made or attempts have been exhausted, the assigned personnel complete the first sheet of the ROS form. This information is then entered into the CPB solution. The second sheet is then mailed to either the plaintiff, or the plaintiff's representative. The original ROS and comment sheets are then sent to the COC to be docketed and filed.

### **2.5 SOFTWARE TO BE PROVIDED**

The proposed Solution shall include perpetual software license(s) to accommodate the number of users listed below, as well as automate the current process service function. The proposed solution will be County hosted and reside on County hardware and shall provide the ability for the application to be used in a mobile environment using wireless mobile devices which will be provided by MDPD. As defined in the

general requirements section, the proposed Solution should automate many of the back-office functions and provide a public facing website to allow limited functionality of inquiries by the general public.

- Must provide capability for at least 40 concurrent portable/mobile tablets and/or users
- Must provide capability for at least 25 concurrent desktop licenses and/or users
- Must provide capability for unlimited “viewer” licenses through the web-version of the proposer’s application.

The County also desires to minimize much of the duplicate data entry that occurs between the COC and MDPD. In order to minimize the amount of paper currently generated, the County desires the proposed Solution to allow for inclusion of scanned documents (as attachments) that are currently received from various sources (including the COC). Moreover, the County wishes to automate the Sheriff’s Return of Service form which is an integral part of the function performed by the CSB. Additionally, the County desires to “convert” the existing CPB data into the new solution.

The proposed Solution shall provide functionality for end users to have the capability to add, modify, and delete in a mobile environment over a cellular data network as well as functionality to allow wireless users to perform data entry duties without a wireless connection. The proposed Solution shall be capable of transmitting all “offline” transactions once connectivity is re-established.

The proposed Solution (desktop and mobile) must be compatible with Microsoft Windows 7 (32-bit & 64-bit) or most recent version. The proposed Solution must also be compatible with either Android or Windows in order to run the “tablet” application for wireless clients. Proposers are required to complete the Software Requirements Table outlined in the Proposer Information Section, Attachment 1, indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined requirements.

All software licenses that may be required to access third party software are to be included within the proposed Solution. The County will not purchase licensing for third party applications which are integrated into the Civil Process Software Solution or delivered as part of Proposed Solution to meet the requirements set forth within the solicitation. In the event that the proposed Solution requires third party software licenses in order to meet the technical and functional requirements of this solicitation, during contract negotiations, the County reserves the right to leverage software license agreements that may be in place between any proposed third party software copyright holder. The County has an existing Enterprise license for Microsoft software so this type of software licensing should not be provided.

## **2.6 INTERFACES TO BE PROVIDED**

The proposed Solution shall include interfaces to the following County solutions:

1. **Court Case Management Solution** (Tyler Technologies - Odyssey) - Odyssey contains docket information for Family Court. This interface should function by connecting to an authenticated SOAP 1.2 based XML web service with XML messages formatted in Odyssey’s API XML format, including the ability to send an XML message with a document image (must support TIFF and searchable PDF formats) and case index data for retention within the Odyssey image repository in accordance with Odyssey’s API XML format. Additionally, this interface shall query the Odyssey repository through the case number to retrieve plaintiff and defendant information from the court docket and shall pre-populate certain fields in the proposed Solution.
2. **Florida Crime Information Center** (FCIC) – this interface should provide the ability to automatically run subject checks on certain types of entry records such as Domestic Violence Injunctions and Civil Writs of Bodily Attachment. Data returned from this query shall be attached to

the subject record for further review. Communications to FCIC will be via an MDPD developed DLL. The proposed Solution will not be connecting directly to FCIC.

3. **CIVA Solution** - CIVA contains docket information (County's in-house mainframe application) - This interface should function via an existing web service. The proposed Solution shall query the CIVA application through the case number. This connectivity will retrieve plaintiff and defendant information from the court docket and shall pre-populate certain fields. Additionally, a query feature needs to exist to inquire on attorney information (either by bar number or name) and transfer the attorney name, address, and phone information from CIVA into the proposed Solution.
4. **Active Directory** – This interface shall allow users to authenticate against Active Directory such that users will not have to utilize a separate login (user ID / password).
5. **GIS** – This interface should function via an existing web service to standardize, verify, and geo-code addresses. This functionality will be both “send to” and “receive from” GIS.
6. **County Payment Gateway** - The Solution should provide an interface to the County's payment gateway via an existing web service. This functionality will be used for credit card processing (not to be confused with “charge accounts” which are described later in this document). This interface should function to transmit data from the proposed Solution to the in-house Payment Gateway developed by the County. Two connection options, as outlined below, are available for completing the interface:
  - Proposed Solution can interface directly with the Payment Gateway via a plain HTTPS/XML interface. In order to complete the interface via this method, the proposed Solution must reside on a server inside the County's network. Should the selected Proposer opt to complete the interface via this method, the County will provide XML schemas and URLs required for web services, as well as documentation detailing fields and response error codes, will be provided at the time of award.
  - Proposed Solution can use a Payment Module Application that is developed and maintained by the County. In order to complete the interface via this method, Proposers would need to accommodate a link within the proposed Solution that sends users to the Payment Module Application via HTTPS for collection of payment. The proposed Solution must accommodate transaction results to be posted back to the proposed Solution.

## **2.7 REPORTING SERVICES TO BE PROVIDED**

The proposed Solution should provide the ability for the end user to create scheduled or ad-hoc reports using predefined fields such as: by case number, by return type, by operator, etc. This functionality will be provided either by the vendor's reporting tool or a third-party product such as Crystal Reports, Cognos, etc. The definition and mapping of database fields will be the responsibility of the vendor such that an end-user can create custom reports.

## **2.8 CONVERSION SERVICES TO BE PROVIDED**

The selected Proposer shall be responsible for providing conversion services to move all data from the existing legacy solution into the proposed Solution. Data to be moved is in IDMS format. Please refer to “Attachment 06 - Civil Process Bureau Mainframe Record Counts” for more detail. Proposers should provide a description of their capability to meet this requirement in Item No. 20 of the Proposer Information Section.

## **2.9 TRAINING SERVICES TO BE PROVIDED**

Proposers shall include in their proposal response training for **25** individuals utilizing a “train-the-trainer” approach and will be conducted at a designated MDPD site. The selected Proposer will be responsible for providing all curricula so that trainers will be able to conduct training for additional staff as required. The selected Proposer shall prepare and provide Course Guide, How-to-Guides, Quick reference cards, and other reference materials. The selected Proposer shall provide an electronic version of the end-user and technical documentation.

Proposers should provide a detailed description of the training services to be provided in Item No.15 of the Proposer Information Section, including a timeline for training.

## **2.10 PROJECT MANAGEMENT SERVICES TO BE PROVIDED**

The selected Proposer shall appoint a Project Manager (PM) to oversee the Solution implementation process. Proposers shall submit a Project Management Plan (PMP) in response to Item No. 12 of the Proposer Information Section.

## **2.11 MAINTENANCE SERVICES TO BE PROVIDED**

1. All software proposed within the Solution must be of the most recent release and all software upgrades issued by the selected Proposer must be provided to the County at no additional charge, within 6 months, and with a current maintenance plan to include any re-architecture or implementation cost associated with the support of the new release.
2. Corrections of substantial defects in the Software (“Solution”) so that the Solution will operate according to specifications to be resolved as Severity Level 1 (See Support Services To Be Provided Section).
3. Periodic updates of the Solution that may incorporate:
  - a. Corrections of any substantial defects;
  - b. Fixes of any minor bugs;
  - c. Fixes due to any conflicts with mandatory operating solution security patches, to be resolved as Severity Level 1; and,
  - d. At the sole discretion of Licensee, enhancements to the Solution.
4. Updates to the solution must be provided as determined by legally mandated requests.
5. Remote Server Access to any County server providing the application services either by Citrix SSL VPN, Encrypted Connection, or dedicated IP address; access will require prior approval from Miami-Dade County.
6. Maintenance of other non-production County environments, such as test and staging/training, will be included as part of support.

## **2.12 SUPPORT SERVICES TO BE PROVIDED**

The selected Proposer shall provide support personnel on-site as outlined below to assist in the transition to the new Solution. The areas of support may include, at a minimum:

- a. Operating solution and environmental software,
- b. Application software,
- c. Data communications hardware and software,

- d. Database software,
- e. Operations staff, and
- f. Data update scripts/processes.

Following implementation, the selected Proposer should make live support (via telephone) for any issue available from 6:30 AM – 10:00 PM (ET) Monday through Friday. Proposers should provide a detailed description of the support services to be provided in Item No.17 of the Proposer Information Section. Calls for support services as delineated below shall be tracked by the Proposer and a unique (possibly numerical) designation shall be given to each reported problem. The Proposer shall provide a means for the County to periodically check the Proposer’s problem reporting solution to check on the progress of reported problems.

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the Solution, whether hardware or software, is in a non-responsive state and severely affects County’s productivity or operations. A high impact problem which affects the County.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

**2.13 IMPLEMENTATION SERVICES TO BE PROVIDED**

The selected Proposer shall be responsible for converting the existing IDMS mainframe civil application data to their proposed solution. The selected Proposer shall be responsible for providing on-site installation and configuration services for the proposed Solution. This should include planning and operational process redesign. The selected Proposer shall be responsible for testing the Solution and insure proper functionality prior to launching in the production environment. Proposers should provide a detailed description of implementation services and timeline in Item No.13 of the Proposer Information Section.

The selected Proposer solution shall provide a test/training environment such that users will be able to test the next release of the application without affecting the production solution. The users must also be able to use a training environment for training user staff. Proposer shall provide a mechanism to refresh the test / training environment on demand using portions of data from the production environment.

#### **2.14 SOFTWARE ESCROW**

The selected Proposer shall be required to enter into a software escrow agreement with a licensed third party agent to house the source code associated with the proposed Solution at the time of Final Solution Acceptance. Proposers should provide a detailed description of escrow services and a copy of an existing sample escrow agreement as part of the Proposal Submission Package. Software escrow shall be provided by the selected Proposer. Pricing for software escrow fees shall be listed on the Form B-1 Price Schedule and will be paid to the selected Proposer. No third party invoicing shall be allowed.

#### **2.15 DESIRED REQUIREMENTS**

Proposers are required to complete the Desired Requirements table outlined in the Proposer Information Section; Items 88 - 94 indicating whether the proposed Solution meets, does not meet, or requires customization to meet the outlined Desired requirements. The requirements outlined are preferred by the County.

### **3.0 RESPONSE REQUIREMENTS**

#### **3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

### **4.0 EVALUATION PROCESS**

#### **4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

#### **4.2 Evaluation Criteria**

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Evaluation Criteria		Points
<b><u>Technical Criteria</u></b>		
1	Proposer's relevant experience and qualifications of key personnel (including any subcontractors), as well as the Proposer's past performance including the Proposer's Public Safety solutions experience, financial stability, product roadmap, etc.	35
2	Proposer's approach to providing the services requested in this Solicitation. Proposer's implementation service and support capabilities including: implementation, documentation, data migration, training, project planning, maintenance, support, and warranty.	20
3	Proposer's ability to meet the technical and functional requirements as outlined in Section 2.0	40
<b><u>Price Criteria</u></b>		
4	Proposed price will be evaluated based on the solution proposed and overall best value to the County.	5
<b>Total Points Per Evaluation/Selection Committee Member:</b>		<b>100</b>

#### 4.3 **Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### 4.4 **Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

#### 4.5 **Local Certified Service-Disabled Veteran's Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

#### **4.6 Price Evaluation**

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

During negotiations, the Proposer(s) may propose to the County the terms, conditions, and pricing for additional goods and services to be provided to the County during the course of the contract which may serve to enhance the project, improve the efficiency or ease of use of the project elements, or result in net savings to the County. Those terms and conditions may be incorporated into the contract to be exercised at the sole discretion of the County.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.9 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

#### **b) Insurance Requirements**

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

#### **c) Inspector General Reviews**

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 indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

#### **d) User Access Program**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

### **6.0 ATTACHMENTS**

Attachment 01 - Requirements Tables

Attachment 02 - Return of Service Form (pages 1 & 2)

Attachment 03 - Reports

- A-01 Weekly and/or Monthly Report of Statistics Completed by Functional Area (i.e. Enforceable, non-enforceable, etc.)
- A-02 Daily Transactions for a Specific Date (detail report)
- A-03 Daily Income Report for a Specific Date
- A-04 Monthly Income Report for a Specific Month
- A-05 Weekly Check Register
- A-06 Daily Charge Account
- A-07 Daily Statistics (by date)
- A-08 Request for Storage Fees
- A-09 Return of Service (see A-09a & 09b)
- A-10 Monthly Writ Analysis Report by Type of Writ and Money Distribution
- A-11 Daily Docket Log
- A-12 Daily Counter Activity Log (by clerk)
- A-13 Writ of Bodily Attachment Letter for Outside Miami-Dade County
- A-14 Daily Activity
- A-15 Release of Property
- A-16 Notice of Release of Sherriff's Levy
- A-17 Sherriff's Affidavit
- A-18 Sherriff's Deed (see A-18a & A-18b)
- A-19 Sherriff's Sale Return
- A-20 Notice of Sherriff's Sale
- A-21 Notice of Sherriff's Levy
- A-22 Notice of Sherriff's Bill of Sale (see A-22a – 22b)
- A-23 Proceeds from Sherriff's Sale
- A-24 Cost from Sherriff's Sale
- A-25 Monthly Charge Account Invoice
- A-26 Open Transaction Receipt

Attachment 04 - Writ Types

- B-01 Civil Action Summons
- B-02 Residential Eviction Summons
- B-03 Summons/Notice to Appear for Pretrial
- B-04 Subpoena
- B-05 Notice of Application for Tax Deed
- B-06 Writ of Replevin
- B-07 Prejudgment Writ of Attachment
- B-08 Distress Writ
- B-09 Writ of Assistance

Attachment 05 - USPS Address Standard

Attachment 06 - Civil Process Bureau Mainframe Record Counts

Proposal Submission Package (Including Forms A1-A6)

Form B-1 Price Proposal Schedule  
Draft Form of Agreement

**PROPOSAL SUBMISSION PACKAGE**  
**Request for Proposals (RFP) No. 887**  
**Civil Process Solution**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

**1. Form A-1, Cover Page of Proposal**

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**2. Proposer Information**

Complete the Proposer Information section following the requirements therein.

Note: The Proposer Information document is available in Word and is hereby included in the Solicitation attachments.

**3. Affidavits/Acknowledgements**

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Fair Subcontracting Policies
- Form A-6, Subcontractor/Supplier Listing

**4. Form B-1, Price Proposal Schedule**

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

**Proposer's Name**  
**Proposer's Address**  
**Proposer's Telephone Number**

**Clerk of the Board**  
**Stephen P. Clark Center**  
**111 NW 1st Street, 17th Floor, Suite 202**  
**Miami, FL 33128-1983**

**RFP No.: 887**  
**RFP Title: Civil Process Solution**  
**Proposal Due Date: January 13, 2014**

**Form A-1**

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>		
Street Address: _____		
City, State, Zip: _____		
<b>TELEPHONE:</b> ( ) _____	<b>FAX:</b> ( ) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
_____ Corporation      _____ Partnership      _____ Proprietorship      _____ Joint Venture _____ Other (Explain): _____		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b>		
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.		
<input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here <b>only</b> if Proposer has such conviction to disclose.		

**Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**PROPOSER'S AUTHORIZED SIGNATURE**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

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

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**TABLE OF CONTENTS**

The table of Contents should outline in sequential order the major areas of the proposal. Proposers should carefully follow the order and instructions outlined below. All pages of the proposal, including the enclosures must be clearly and consecutively numbered and correspond to the Table of Contents.

**PROPOSER'S EXPERIENCE AND PAST PERFORMANCE**

1. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.
4. Provide a listing of all major Solution clients including public entities, and modules each client is using.

**Must Include:**

- Name of the Agency
- Name/Title of the Contact Person
- Contact Person's Phone Number
- Contact Person's E-mail Address
- Project initiation and end dates

**KEY PERSONNEL AND SUBCONTRACTORS PERFORMING SERVICES**

5. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
6. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor.

**PROPOSED SOLUTION FUNCTIONALITY/APPROACH TO PROVIDING THE SERVICES**

7. Describe the proposed Solution. Include the functionality of each module and how the individual modules interface. Include also a description of the tools to be used with the proposed Solution. Provide printed screen shots and diagrams to illustrate each component. This should include a diagram of the technical components of the proposed Solution and a description of where such components are installed and a schematic of the data model as well as the application language used in the proposed Solution
8. Describe in detail the portions of the proposed Solution that will require configuration (setup) versus customization (additional development).
9. Provide the recommended hardware and software requirements for the proposed Solution, including any information regarding requirements for dedicated application servers, storage devices or other hardware as well as information regarding the ability to function in a virtual environment.
10. Provide a detailed description of the security measures of the proposed Solution, including information regarding how the proposed Solution will allow the County to define access to data based on current industry best practices such as roles and permission lists.
11. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.
12. Describe Proposer's Project Management methodology and recommended strategies in performing the services described in the Scope of Services (Section 2.0). The Proposer shall describe its approach to project organization and management, to include the various project stages and milestones, change of Scope management, implementation and training strategies, responsibilities of Proposer's management team, and necessary Proposer and County staffing required to complete the project.
13. The Proposer must submit a Project Plan to include approximate timeframes for all implementation phases and key tasks to include activities such as business process review; software customization; site preparation; unit, solution and acceptance testing; load and balance testing; a phased approach to the training and implementation of the solution and post-implementation support. The Proposer should allocate sufficient time for comprehensive user acceptance testing.
14. Provide a detailed description of the manner in which the interfaces outlined in Section 2.6 will be developed and how it will meet the needs identified. Include information regarding previous development completed on similar interfaces.
15. Provide a detailed description of training that is offered as part of the Proposal to the County. Provide the recommended number of on-site training hours, as well as any other type of training, including, but not limited to on-line tutorials, web seminar training (if available), training documentation, etc.
16. Provide a detailed explanation of the approach to maintenance services, including but not limited to the Proposer's policy regarding new software releases, software upgrades, updates, patches, bug fixes, optional software features, etc. Include approximate frequency at which updates and/or upgrades are released as well as the method for deploying such updates and/or upgrades. Do not include information regarding services that are provided at an additional cost.
17. Provide a detailed description of Proposer's technical support services including telephone and email support, response times, escalation procedures, days and hours available, etc. Do not include information regarding services that are provided at an additional cost

18. Provide description of anything (functionality, software, or hardware) not identified in the RFP that will be required to make the proposed Solution meets the Scope of Services.
19. Describe the key value-added features of the proposed Solution (products or services) that differentiate Proposer from other solutions.
20. Proposer shall provide a detailed description of the data conversion services to be provided including anticipated timeline. Please see Attachment 06 for record types and record counts.
21. Provide a description of how the Proposer will meet the County's needs for Software Escrow and the recommended third party agent

**PROPOSED PRICING**

22. The Proposer's price shall be submitted on Form B-1 "Price Proposal Schedule" in the manner required on said attached form. All pricing must include **all cost elements** of the Solution being proposed. This must include the cost of software licenses and any associated services. Proposers should include a detailed description of the cost models used in the provided cost breakdown tables.

**EXCEPTIONS TO TERMS**

23. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

# **ATTACHMENT 01**

## **REQUIREMENTS TABLES**

Proposers are required to complete the chart below indicating whether their solution meets, does not meet, or requires customization to meet the functional requirements listed below.

In order for the County to understand how Proposers intend to deliver the identified requirements, the Proposer’s response shall classify how the requirement is met by specifying the appropriate response code as defined below in the Response column of the chart below. In your proposal response you are to clearly define and provide screen shots, examples, etc. as applicable to your solution.

Comments that further clarify how the requirement is met should be included in the Response Comments column as well as your proposal response. The below table is to be included with your Proposal Submission package as further outlined in the “Proposal Submission Package”.

NOTE: The term “Charge Account” (below) refers to billing for charges incurred through services performed by Court Services. These performed services are not billed at time of occurrence. These “charges” are monthly bills sent to the following entities: Public Housing, Clerk of Court, and Child Support. “Charge Accounts” are not to be confused with credit card charges for service to be performed.

The acceptable responses are as follows:

“Y” - “Yes” - Indicates that the requested functionality is currently available in the proposed Solution. Proposers should provide a detailed description of how the requirement will be met in the “Response Description” field.

“N” – No” - Indicates that the requested functionality is not available in the proposed Solution.

“C” - “Custom” - Indicates that the requested functionality can be accommodated through a software customization. In the Proposal response, please provide a proposed start date, completion date, and any additional costs associated with the development of the request. Cross-reference any attached documentation in the response.

**General Requirements**

Item #	Requirement	Meet (Y, N, C)	Comments
1	The solution shall log and report on all solution usage (to include sign-ons, failed sign-ons, queries, modifications, additions, deletions) by operator id and date/time (including function performed).		
2	The solution shall provide the ability to encrypt data to and from the server with a minimum of 128 bit encryption.		
3	The solution shall allow for the setting of strict security controls to limit the information that may be made available to the public.		
4	Ability to output reports to standard Microsoft applications such as Excel and to save to external media (i.e. CD, DVD, USB, etc), as needed.		
5	The solution shall provide searchable help files.		
6	The solution shall allow for public inquiries through the use of a web browser. Inquiry capability shall be by any of the following: case number, service number, name, address, and/or attorney.		

Item #	Requirement	Meet (Y, N, C)	Comments
7	Proposer database shall be Oracle 11g (or higher) or SQL 2008 (or higher).		
8	Proposer shall provide the ability to archive and/or purge information based upon user-defined selection criteria.		
9	Proposer's solution must support HTTPS for secure transmissions.		

**Processing of Non-enforceable and Enforceable Writs**

Item #	Requirement	Meet (Y, N, C)	Comments
10	The solution shall provide the ability to capture various dates/times associated with a service (to be used in the generation of the Daily Activity Report). These fields shall be captured by selecting a button on the mobile device for the following time stamps: en-route (select the next service to be processed), arrival at the service, service, and back in service. The solution shall provide the ability to modify the date/time of these fields through a supervisory function. The solution shall provide the capability to produce a Daily Activity Report at the end of the day (see reporting section).		
11	The solution shall allow for multiple defendants (or 3 <sup>rd</sup> parties) to be entered once into a case and allow the ability to copy information without having to enter it again. For example, if multiple defendants exist on a summons, and they share the same address, the solution must provide the ability to copy the address that has already been entered and not repeat the data entry process.		
12	The solution shall allow the ability to capture frequent customer information (depositor information). This information will become a separate data table available when entering customer information. For example, if an attorney is a frequent depositor, the solution should allow for the attorney information to be captured once, and be available for future entries. The customer information shall include the following: name (individual or Business), address (including city, state and zip code), phone number, email address.		

Item #	Requirement	Meet (Y, N, C)	Comments
13	<p>The solution shall allow for the capture of the following "mandatory" (Man) or "optional" (Opt) entry fields:</p> <ul style="list-style-type: none"> <li>• Case number (Miami-Dade Civil Court) (min15) (Man)</li> <li>• Case number (other than Miami-Dade County) (min 20) (Man)</li> <li>• Writ type (such as summons, writ of possession, subpoena, etc.) (Man)</li> <li>• Comments (min 100) (Man)</li> <li>• Last name (min 30) (Man)</li> <li>• First name (min 15) (Man)</li> <li>• Middle name (min 15) (Opt)</li> <li>• Corp. name (min 50) (Opt)</li> <li>• Contact number(s) (Opt)</li> <li>• Email address (Opt)</li> <li>• Driver's license nbr (Opt)</li> <li>• Race (Opt)</li> <li>• Sex (Opt)</li> <li>• Date of birth (DOB) (Opt)</li> <li>• First five numbers of social security number (SSN) (Opt)</li> <li>• Height (Opt)</li> <li>• Weight (Opt)</li> <li>• Hair color (Opt)</li> <li>• Eye color (Opt)</li> <li>• Damages (\$) (Man for Executions, Dist. Writs, and tax warrants)</li> <li>• Interest rate (Man for Executions)</li> <li>• Judgment date (Man for Executions)</li> <li>• Bond (Man for Dist. Writs)</li> <li>• Primary address (including City, State, Zip Code) (must be geocoded against the County's GIS) (Man)</li> <li>• Additional address (multiple) (including City, State, Zip Code) (must be geocoded against the County's GIS) (Opt)</li> </ul> <p>All name and address fields above will be associated via a drop-down to designate plaintiff, defendant, or third party (Man)</p>		
14	<p>The solution shall have the ability to enter special warnings that indicate bankruptcy, dangerous person, bad dog, avoids service, violent, weapons, etc.</p>		
15	<p>The solution will automatically search previous records and match against the address to identify previous service(s) at that location. The solution will provide the ability to review the original comment and allow that comment to be added to the current service that is being entered.</p>		
16	<p>The solution will automatically search previous records and match against the address to identify pending service at that location (not yet served).</p>		
17	<p>The solution shall ensure that "service date" (for tax notice) is "at least" 21 days prior to the sale date.</p>		

Item #	Requirement	Meet (Y, N, C)	Comments
18	The solution shall provide for assignment of work according to zone. A zone is defined as one or more zip codes in a geographical area. Service personnel need to be assigned to one or more zones based on a pre-defined table. This table will initially be populated at time of solution implementation. If during the assignment of work to a zone, the solution determines the zip code does not exist, a function will be available to add new zip codes to the zone table. The adding of zip codes will be through a supervisory function.		
19	The solution shall allow for the creation of a supervisory table to be initially populated according to zone assignments. Service work assignments will become the responsibility of a supervisor. The solution shall provide a mechanism for escalation of service work which has not been handled. The criteria for this escalation will be user defined. The zone assignment table will be updated through a supervisory function.		
20	The solution shall have the ability to re-assign service work in the case of a new address being entered. The solution will provide the ability to track the re-assignment of work and the reason for the new assignment (such as address change, etc.).		
21	The solution shall provide the ability for service personnel to sign onto the solution and self-assign themselves with supervisory privileges. This will occur when service personnel are "acting" for a supervisor. This same capability must exist for higher level supervisors to be placed in an "acting" capacity.		
22	If the "To be served" party is different than the person actually served, the solution shall provide the ability to capture the name of the actual served individual, as well as the relationship to the "To be served". The relationship will be a drop-down field with options such as: husband, wife, aunt, uncle, vice-president (in the case of corporate service), etc.		
23	The solution shall provide the ability to "amend" a Return of Service. These amended returns shall have the ability to change any field without altering the original service document. The solution shall provide the ability to print both the original and/or amended returns.		
24	The solution shall allow for query of service by one of the following fields: name (plaintiff, defendant, or attorney), address, service number, case number (Miami-Dade County), case number (non Miami-Dade County), transaction number, or check number. Furthermore, the solution shall support query by date (or date ranges) should none of the above query fields be selected. Queries shall use relational criteria and logical operators. The solution shall provide the ability to support search features and options including but not limited to: full-text, keyword, wildcard, or exact-match searching; relevance ranking of search results; search within specified date ranges; and limits on maximum size of results set from a search.		

Item #	Requirement	Meet (Y, N, C)	Comments
25	Ability to retrieve all documents associated with a case inquiry. When one document is retrieved in a query, the user will be given the option to open all related documents.		
26	The solution shall provide the ability to enter a new address of served party if different from "To be served" address. The solution shall allow the original service address to be associated with this service (not replaced by the new address). The solution shall provide the ability to enter multiple addresses based on the service attempts.		
27	Method of service (also known as type of service). The solution shall provide a drop-down field of service or no-service actions (served, substitute service, individual, etc.). These action options will be in English-form on the drop-down field (not numerical codes).		
28	The solution shall force entry of the comment field if the "Other" field is selected as the method of service.		
29	Once a Return of Service occurs, the solution shall allow entry of the service information whether or not the server is an MDPD Court Services employee. If other than Court Services, the solution will allow the selection of "other" for personnel assignment. If this field is chosen, the solution will then allow the entry of First Name, Last Name, Badge, and Agency. These fields should not be required but available for entry.		
30	Solution shall have the ability to capture multiple defendants. Furthermore, the solution shall allow defendants to be added after initial processing/transaction is completed.		

**Reporting**

tem #	Requirement	Meet (Y, N, C)	Comments
31	Ability to run a daily, monthly, or annual report of money received for any specified date, month, or year that includes all forms of payment entered by each clerk (broken down by payment type i.e. cash, check, money order, etc.).		
32	Ability to generate a daily aging report for the serving of paperwork.		
33	Ability to run all active papers by zone and/or paper type.		
34	The solution shall have the ability to run a report of papers processed/entered by a specific data entry clerk.		
35	Total papers received during specific dates and times.		
36	Papers served for a specific date range and times (including the ability to produce a breakdown by a specific deputy/server).		
37	By deputy/server report to show the attempts of service, no service, and actual services for specific date range and times.		

tem #	Requirement	Meet (Y, N, C)	Comments
38	Ability to create a report of total papers received and served in a day, week, month or year. Enforceable, non-enforceable, criminal subpoena and court liaison, for a specific date range and times.		
39	Ability to generate weekly and/or monthly report of statistics completed by functional area (i.e. Enforceable, non-enforceable, etc.). (see A-01)		
40	Ability to generate all daily transactions for a specific date (detail report). (see A-02)		
41	Ability to generate daily income report for a specific date. (see A-03)		
42	Ability to generate monthly income report for a specific month. (see A-04)		
43	Ability to generate Weekly Check Register. (see A-05)		
44	Ability to generate daily charge account report. (see A-06)		
45	Ability to generate daily statistics report (by date). (see A-07)		
46	Ability to generate Request for Storage Fees. (see A-08)		
47	Ability to generate Return of Service (multiple-page). (see A-09a & A-09b)		
48	Ability to generate monthly writ analysis report by type of writ and money distribution. (see A-10)		
49	Ability to generate daily docket log report. (see A-11)		
50	Ability to generate daily counter activity log (by clerk). (see A-12)		
51	Ability to generate Writ of Bodily attachment letter for outside Miami-Dade County. (see A-13)		
52	Ability to generate Daily Activity Report (capability previously defined). (see A-14)		
53	Ability to generate Release of Property. (see A-15)		
54	Ability to generate Notice of Release of Sheriff's Levy. (see A-16)		
55	Ability to generate Sheriff's Affidavit. (see A-17)		
56	Ability to generate Sheriff's Deed (2-page form). (see A-18a & A-18b)		
57	Ability to generate Sheriff's Sale Return. (see A-19)		
58	Ability to generate Notice of Sheriff's Sale. (see A-20)		
59	Ability to generate Notice of Sheriff's Levy. (see A-21)		
60	Ability to generate Notice of Sheriff's Bill of Sale (2-page form). (see A-22a – A-22b)		
61	Ability to generate Proceeds from Sheriff's Sale. (see A-23)		
62	Ability to generate Cost from Sheriff's Sale. (see A-24)		
63	Ability to generate Monthly Charge Account Invoice. (see A-25)		

tem #	Requirement	Meet (Y, N, C)	Comments
64	Ability to generate Open Transaction Receipt report. (see A-26)		

**Execution/Levy**

Item #	Requirement	Meet (Y, N, C)	Comments
65	The solution shall provide the ability to enter the following judgment fields: amount owed; date; interest rate (%) amount. The solution shall provide the ability to correct any of these entry fields.		
66	The solution shall provide the ability to enter writ receipt date (at Court Services).		
67	The solution shall provide the interest calculation from the date of judgment to the date of execution based on the amount of damages and the judgment interest rate. The solution will also allow for calculation of accumulated interest using an interim date and interest rate. For example, the judgment date is January 1, 2011 with an interest rate of 10% through June 30, 2011; the second calculation is from July 1, 2011 with an interest rate of 8% through the date of execution (December 31, 2011).		
68	The solution shall provide the ability to capture damages, fees, and deposits (for possible multiple payees).		
69	The solution shall provide the ability to payout from deposited money to: plaintiff(s), defendant(s), storage, postage, advertisement, sales tax, Clerk of Court, etc. Need the ability to create a "payout" list for regularly used payout types; as well as the ability to add new payees as needed.		
70	The solution shall provide the ability to generate "revised" check request from deposited money as listed above. Revisions could be: changed amount, changed address, changed name, etc.		
71	The solution shall have the ability to capture the sale date (this can occur multiple times). All dates must be captured.		

Item #	Requirement	Meet (Y, N, C)	Comments
72	<p>The solution shall allow for the capture of the result of a sale as follows:</p> <ol style="list-style-type: none"> <li>1) Successful sale could be to an individual/corporation and shall allow for the capture of last name, first name, company name (if any), address, phone, federal tax ID (if applicable).                             <ul style="list-style-type: none"> <li>• The solution shall capture the successful bid amount based on the sales auction.</li> <li>• The solution shall calculate the sales tax on any sale amount unless the successful bidder is “tax exempt”. The solution shall provide the ability to generate proceeds from sales tax collections at the end of the month to the State of Florida.</li> </ul> </li> <li>2) “No Sale” (sale halted for various reasons). The “No Sale” shall require entry of reason for No Sale i.e. cancelled, bankruptcy, Court Order, Homestead Exemption, third party claim, etc. The solution shall also allow for the capture of a free-form field to delineate other information.</li> <li>3) No bid occurred at the auction.</li> </ol>		
73	<p>The solution shall allow for entry of “distress enforceable” or writs of attachment. These entries shall allow for the capture of an outstanding balance; as well as a bond amount (both optional fields).</p>		

**General Bookkeeping/Accounting**

Item #	Requirement	Meet (Y, N, C)	Comments
74	<p>The solution shall provide the ability to create charge accounts. Currently, these charge accounts consist of Public Housing, Clerk of Court, and Child Support Enforcement. The solution shall provide the ability to add or modify additional charge accounts as necessary. The solution will provide the ability to capture individual transactions to each of these charge accounts. The solution will provide the ability to generate a report at the end of the month based on activity to individual charge accounts (see reporting section).</p>		
75	<p>The solution shall provide the ability to enter payments received against charge accounts. These payment types could be: check, wire transfer, journal entry, etc.</p>		
76	<p>The solution shall allow for the capture of money (cash, check, money order, etc.) for service work and miscellaneous fees (Return of Service, Levy, etc.) and provide for entry of each type of fee incurred (i.e. basic service = \$40; Personal Service = \$44; Notarization = \$5; photocopies, affidavit, notary service, etc.). The solution will provide the ability to generate a receipt based on this entry information. Printing of the receipt will not be mandatory. The solution shall provide the ability to capture multiple miscellaneous fees. This miscellaneous field will be a drop-down.</p>		

Item #	Requirement	Meet (Y, N, C)	Comments
77	The solution shall provide the ability to enter payments received for services to be rendered. This function will occur prior to the entry of the civil process information (i.e. defendant, plaintiff, etc.). The solution shall provide the ability to correct these entry fields through a supervisory function.		
78	The solution shall allow for the following payment types: check, cash, money order, billed (charge account), credit card payment, pending (to be collected later), no charge, alias, and indigent. If payment type is check or money order, allow for the capture of the check number or money order number. If credit card payment, allow for the billing of the service charge back to the customer (i.e. approximately 2% of charge amount). The solution shall provide the ability to accept multiple payment types (cash, check, etc.) and apply different amounts for multiple services.		
79	The solution shall provide the ability to allow for refunds of payment. The solution shall specify whether check, money order, or cash, was returned and the service is being cancelled. If the payment cannot be returned immediately because it has already been processed, the solution shall allow for a "refund request" to be generated.		
80	The solution shall provide the ability to send supervisory notifications (via email) to concerned parties in reference to overdue disbursements. This reminder shall occur 2 weeks after the sale.		

**Other Needs**

Item #	Requirement	Meet (Y, N, C)	Comments
81	The solution shall provide the ability for mobile operators to work in a "disconnected" mode. Since wireless coverage can vary, users MUST be able to perform their data entry work without a physical connection. The solution shall update the necessary records once wireless coverage is re-established (without user intervention).		
82	The solution will provide the ability to create and manage access privileges based on user function (i.e. service personnel, supervisor, etc.). This functionality will be restricted. The creation of this table will include the user ID and available functionality to the user. This user ID will be validated against Active Directory.		
83	The solution shall provide the ability to incorporate data validation (edit tables, logical edits, and edit checks, in addition to spell check and formatting capability on narrative/text fields) in both connected and disconnected environments.		
84	The solution shall provide the ability to support United States Postal Service (USPS) addresses standards. (see attachments).		

Item #	Requirement	Meet (Y, N, C)	Comments
85	The solution shall provide the ability to incorporate error handling and a mechanism to manage data exchange exceptions.		
86	The solution shall provide the ability to modify the software and comply with any present or future legally mandated requests within statutory deadlines.		
87	The solution shall provide the ability to define function and field level security based on roles.		

**General Requirements (desired not mandatory)**

Proposers should indicate their capability of fulfilling each Desired Requirement below using the codes outlined above. The requirements outlined below are preferred by the County, but do not hold the same importance as the General Requirements.

Item #	Requirement	Meet (Y, N, C)	Comments
88	The solution shall provide the ability for the general public to search for information via the phone (in addition to the Web). The solution shall allow for Interactive Voice Response to be integrated with the existing phone solution (VoIP).		
89	The solution shall allow for attachments to any service record, including, but not limited to PDF, TIF, PNG, JPEG, AVI, MOV, WAV and Microsoft Word and Excel.		

**Processing of Non-enforceable and Enforceable Writs (desired not mandatory)**

Proposers should indicate their capability of fulfilling each Desired Requirement below using the codes outlined above. The requirements outlined below are preferred by the County, but do not hold the same importance as the General Requirements.

Item #	Requirement	Meet (Y, N, C)	Comments
90	The solution shall provide a field for entry of “paperwork processed by” (user-ID). This field will be an alphanumeric 7-digit value which will designate which employee processed the paperwork at the intake counter. Entry of this field will be tabulated on a daily and monthly basis for reporting purposes (see reporting section).		
91	The solution shall provide the ability to generate the mailing address for the cover letter for writs of bodily attachment from a pre-populated table which will contain the mailing address of Sheriff offices throughout the State of Florida. This table will not be inclusive of all Sheriffs, but only contain the offices that are mostly addressed. This table will be automatically enhanced every time a new Sheriff’s office is entered.		

Item #	Requirement	Meet (Y, N, C)	Comments
92	The solution shall allow for the "Service Number" to be a continuation of those assigned by the current solution. Service number should be a minimum 8 numeric characters.		
93	The solution shall provide an entry field for "stay" actions by the court. This shall be a drop-down field of various reasons for stay, as well as a date field. If the reason for stay field is selected, the date of stay order will be required. Entry of these fields will prevent the execution of a Levy or Enforceable Writ.		

**Execution/Levy (desired not mandatory)**

Proposers should indicate their capability of fulfilling each Desired Requirement below using the codes outlined above. The requirements outlined below are preferred by the County, but do not hold the same importance as the General Requirements.

Item #	Requirement	Meet (Y, N, C)	Comments
94	The solution shall allow the ability to capture advertisement dates. An advertisement occurs four (4) times for each sale attempt.		

# **ATTACHMENT 02**

## **RETURN OF SERVICE FORM**





## RETURN OF SERVICE FIELD DEFINITIONS (pages 1 & 2)

01. **Service Number**  
Primary number assigned by the system to designate a unique Return of Service document
02. **To Be Served**  
Name and address of individual (or business) who will be served
03. **Alias / Pluries**  
No longer used
04. **Return Data Change**  
No longer used
05. **Transaction #**  
No longer displayed on the Return of Service
06. **Court Case Number**  
Case number generated from the CIVA or Odyssey systems
07. **Court**  
No longer displayed on Return of Service
08. **Writ Type**  
Indicates type of Court document
09. **Plaintiff**  
Name and address of petitioner
10. **Defendant**  
Name and address of respondent
11. **Received Date**  
Date received into Court Services (format - MM/DD/CCYY)
12. **Receipt #**  
No longer used
13. **Court Date**  
Date designated by Court for appearance (generated from the CIVA or Odyssey systems)
14. **Date Entered**  
No longer displayed on Return of Service
15. **Zone**  
Geographic designation for assignment of Return of Service within Miami-Dade County boundaries. Zone is comprised of one or more zip codes (format - ##A – 2-digit number followed by letter)
16. **Services**  
No longer used
17. **Mail Return To**  
Name and address of individual (or business) who submitted document(s) for service
18. **Co-Defendant (if any)**  
Name and address of co-respondent (if any)
19. **Fees**  
Monies paid by individual (or business) for service of process
20. **Service Information**  
Indicates result of service or non-service and how it was effected as designated by number  (21) or number  (22). If service was effected, number  (23) will describe the “service details”. If service was not effected, number  (24) will describe the reason(s).
21. **Served**  
Indicates when documents were served
22. **No Service**  
Indicates when documents were not served
23. **Service Details**  
“Individual Service” indicates individual in number  (02) was served personally. “Substitute Service” indicates served on a person residing therein of age 15 or older (including relationship).

“Corporate Service” indicates service was performed on a corporation (including name and title of served party). If document is a 5-day notice for eviction and defendant was not at service location, the attempt(s) (minimum of 2 at least 6 hours apart) will be listed in this section of the Return of Service form. If document is a “Writ of Possession” (referred to as POSSN), date and time of posting will be indicated in this section of the Return of Service form. When possession is given, the appropriate party is listed in this section of the Return of Service form.

**24. No-Service Details**

When service is not effected, the appropriate reason(s) will be indicated in this section of the Return of Service form.

**25. Attempts / Comments**

Notations entered by server (if comments cannot be accommodated on one page, additional pages will be generated)

**26. Return**

Date, time, and server’s information

**27. Notarization of Server’s Signature**

Utilized on some out of state documents which require notarization

**28. Additional Attempts / Comments**

If attempts / comments cannot be accommodated on one page, a second (or additional) page(s) will be generated

# ATTACHMENT 03

## REPORTS

- A-01 Weekly and/or Monthly Report of Statistics Completed by Functional Area (i.e. Enforceable, non-enforceable, etc.)
- A-02 Daily Transactions for a Specific Date (detail report)
- A-03 Daily Income Report for a Specific Date
- A-04 Monthly Income Report for a Specific Month
- A-05 Weekly Check Register
- A-06 Daily Charge Account
- A-07 Daily Statistics (by date)
- A-08 Request for Storage Fees
- A-09 Return of Service (see A-09a & 09b)
- A-10 Monthly Writ Analysis Report by Type of Writ and Money Distribution
- A-11 Daily Docket Log
- A-12 Daily Counter Activity Log (by clerk)
- A-13 Writ of Bodily Attachment Letter for Outside Miami-Dade County
- A-14 Daily Activity
- A-15 Release of Property
- A-16 Notice of Release of Sherriff's Levy
- A-17 Sherriff's Affidavit
- A-18 Sherriff's Deed (see A-18a & A-18b)
- A-19 Sherriff's Sale Return
- A-20 Notice of Sherriff's Sale
- A-21 Notice of Sherriff's Levy
- A-22 Notice of Sherriff's Bill of Sale (see A-22a – 22b)
- A-23 Proceeds from Sherriff's Sale
- A-24 Cost from Sherriff's Sale
- A-25 Monthly Charge Account Invoice
- A-26 Open Transaction Receipt

COURT SERVICES SECTION  
MONTHLY STATISTICAL REPORT (OR WEEKLY)  
JUNE, 2012

ENFORCEABLE WRITS SECTION

WRIT ACTIVITY	WRIT ACTIVITY				MONTHLY TOTALS				ANNUAL TOTALS									
	EXECUTIONS	VEHICLE SEIZURE	BODY ATTACHMENTS	LAST MONTH	THIS MONTH	LAST YEAR	THIS YEAR TO DATE	THIS MONTH	LAST YEAR	THIS YEAR TO DATE	THIS MONTH	LAST YEAR	THIS YEAR TO DATE					
DVI	111	198	0	18	15	303	215	342	2107	3440	1027	1516	14619					
STARTING ON HAND RECEIVED	664	1163	3	43	1745	1847	1665	1847	10323	9307	NO SERVED	350	317	607	745	874	4299	5167
NO SERVED EXCEPTION	53	69	0	0	83	122	132	122	711	895	TOTAL RETURNED	1067	1549	2435	2714	2700	15333	15369
% OF WRITS RECEIVED RETURNED	103%	102%	100%	137%	97%	103%	106%	103%	100%	106%	ENDING ON HAND	151	165	2	365	247	2049	2775
ENDING BACK-LOG (DAYS)	2.0	3.0	0.0	1.0	3.0	1.4	1.0	1.4	1.0	1.0								

NONENFORCEABLE WRITS SECTION

WRIT ACTIVITY	MONTHLY TOTALS				ANNUAL TOTALS									
	CRIMINAL	CIVIL	LAST MONTH	THIS MONTH	LAST MONTH	THIS MONTH	LAST YEAR TO DATE	THIS YEAR TO DATE						
STARTING ON HAND RECEIVED	242	461	534	703	414	4103	5148	6226	3108	9197	9334	11589	68239	92704
SERVED	5160	2836	7625	7996	9801	58858	79413	432	217	627	649	750	4017	4663
NO SERVED EXCEPTION	432	217	627	649	751	4012	4662	6024	3270	8879	9294	11302	68887	88738
TOTAL RETURNED	96%	105%	96%	99%	81%	98%	96%	241	299	433	540	701	4540	7620
ENDING ON HAND	4.3	4.3	3.2	4.3	2.1									

FINANCIAL SERVICES UNIT

WRIT ACTIVITY	MONTHLY TOTALS				ANNUAL TOTALS								
	ENFORCEABLE	NON ENFORCEABLE	LAST MONTH	THIS MONTH	LAST MONTH	THIS MONTH	LAST YEAR TO DATE	THIS YEAR TO DATE					
RECEIVE ENTRIES	1602	3041	5627	4643	5328	30943	31957	1885	4414	7009	6122	38660	38871
RETURN ENTRIES	1.0	1.0	1.0	1.0	2.0								
ENDING BACK-LOG (DAYS)													

ENFORCEABLE WRITS SERVED :	1847
ENFORCEABLE WRITS NO SERVED :	867
NON-ENFORCEABLE WRITS SERVED :	7996
NON-ENFORCEABLE WRITS NO SERVED :	1298
RECEIVED DATA ENTRY :	4643
RETURNED DATA ENTRY :	6099

COST RECOVERY FORMS RAN	3931
COST RECOVERY FORMS PROCESS	1201
PROFESSIONAL DEVELOPMENT TRAININGS	0

PROGRAM: CPBB150  
 JOB NAME: J567150  
 STEP NAME: S567150E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 DAILY FISCAL ACTIVITY FOR: JUNE 22, 2012

PAGE: 1  
 RUN DATE: 06/22/2012  
 REPORT: CPBRPT-14

USER ID: Q306204			FEE ACCOUNT				TRUST ACCOUNT				TOTAL	
TRANS NUMBER	SERVICE NUMBER	WRIT TYPE	BASE	POSTAGE	LEVY	CHG ACT OVERAGE NUMBER	COST RECT	COST AMOUNT	TRUST TYPE	CASH RECT	AMOUNT	TOTAL
1111174	2091224	DINX										
TOTALS FOR TRANS #1111174												
1111176	2091235	DINX										
TOTALS FOR TRANS #1111176												
1111179	2091258	DINX										
TOTALS FOR TRANS #1111179												
1111183	2091271	DINX										
	2091272	DINX										
	2091273	DINX										
	2091274	DINX										
TOTALS FOR TRANS #1111183												
1111191	2091286	DINX										
	2091287	HEAR										
TOTALS FOR TRANS #1111191												
1111206	2091306	DINX										
	2091307	DINX										
	2091308	DINX										
	2091309	DINX										
	2091310	HEAR										
TOTALS FOR TRANS #1111206												
1111207	2091311	DINX										
	2091312	DINX										
TOTALS FOR TRANS #1111207												
1111208	2091313	DINX										
	2091314	DINX										
	2091315	DINX										
	2091316	DINX										
	2091317	DINX										
	2091318	HEAR										
TOTALS FOR TRANS #1111208												
1111224	2091344	DINX										

PROGRAM: CPBB150  
JOB NAME: J567150  
STEP NAME: S567150E

MIAMI-DADE POLICE DEPARTMENT  
CIVIL PROCESS BUREAU  
DAILY FISCAL ACTIVITY FOR: JUNE 22, 2012

PAGE: 13  
RUN DATE: 06/22/2012  
REPORT: CPBRPT-14

ALL TRANSACTION TOTAL AMOUNTS

FEE ACCOUNTS

BASE	3,320.00
POSTAGE	3.00
LEVY	4,475.00
OVERAGE	

TOTAL FEE ACCOUNTS 7,798.00

TRUST ACCOUNTS

COST	1,000.00
OVERTIME	1,477.00
EXEC/TAXW PAYMENTS	
SALE MONIES	
SECURITY BONDS	
STANDING DEPOSITS	

TOTAL TRUST ACCOUNTS 2,477.00

TODAY TOTALS 10,275.00

PROGRAM: CPBB140  
 JOB NAME: J567140  
 STEP NAME: S567140E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 DAILY INCOME REPORT FOR: JUNE 22, 2012

REPORT: CPBBPT-03  
 PAGE: 1  
 RUN DATE: 06/22/2012

CLASSIFICATION	TRUST ACCOUNT	BANK FEES ENFORCEABLE	NON-ENFORCE FEES	TOTAL FEES ACCOUNT	TOTAL DEPT. TODAY	MONTH TO DATE
01 - SALES AND LEVY FEES		4,475.00		4,475.00	4,475.00	90,216.20
15 - WRIT DEPOSITS	1,000.00				1,000.00	32,193.10
16 - OVERTIME DEPOSITS	1,477.00				1,477.00	36,388.00
19 - PAYMENT ON EXECUTIONS/TAX WARRANTS						
21 - EVICTION STANDBY						
22 - ADMINISTRATIVE SURCHARGE						
23 - EXCESSIVE STANDBY						
02 - SUBPOENAS						280.00
03 - SUMMONS AND OTHER NON-ENFORCEABLE WRITS						31,720.00
05 - DOCKET FEES FROM TAX WARRANT COLLECTIONS			1,160.00	1,160.00	1,160.00	
06 - WRITS OF EXECUTION (DOCKET FEES)						
08 - POSSES, REPLEV, & OTHER ENFORCEABLE		2,160.00		2,160.00	2,160.00	44,680.00

RECEIPTS:

COLLECTIONS AND DEPOSITS:

- 01 - SALES AND LEVY FEES
- 15 - WRIT DEPOSITS
- 16 - OVERTIME DEPOSITS
- 19 - PAYMENT ON EXECUTIONS/TAX WARRANTS
- 21 - EVICTION STANDBY
- 22 - ADMINISTRATIVE SURCHARGE
- 23 - EXCESSIVE STANDBY

DOCKET FEES:

- 02 - SUBPOENAS
- 03 - SUMMONS AND OTHER NON-ENFORCEABLE WRITS
- 05 - DOCKET FEES FROM TAX WARRANT COLLECTIONS
- 06 - WRITS OF EXECUTION (DOCKET FEES)
- 08 - POSSES, REPLEV, & OTHER ENFORCEABLE

PAYMENTS-ACCOUNTS RECEIVABLE:

- 14 - PAYMENT FOR SERVICE OF DADE CITY TAX WARRANT
- 48 - PAYMENT ON HUD SURCHARGE
- 49 - PAYMENT ON CHARGES

MISCELLANEOUS:

- 07 - FEE OVERPAYMENTS RETURNED
- 09 - POSTAGE
- 10 - OVERPAYMENTS RETAINED/PUBLIC SERVICE FEES
- 11 - FEE ON BAD CHECKS
- 12 - STATE SALES TAX
- 13 - RETAINED OVERTIME FEES

TOTAL RECEIPTS:

A-03-p1

PROGRAM: CPB140  
 JOB NAME: J567140  
 STEP NAME: S567140E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 DAILY INCOME REPORT FOR: JUNE 22, 2012

PROGRAM: CPB140  
 JOB NAME: J567140  
 STEP NAME: S567140E

PAGE: 2  
 RUN DATE: 06/22/2012  
 REPORT: CPB140-03

C L A S S I F I C A T I O N	B A N K A C C O U N T S		TOTAL FEES ACCOUNT	TOTAL DEFT. TODAY	MONTH TO DATE
	TRUST ACCOUNT	FEES ENFORCEABLE			
07 - FEE OVERPAYMENTS RETURNED			115.00-		
38 - EXECUTION/TAX WARR COLLECTIONS DISBURSED					
40 - WAIT DEPOSITS DISBURSED			50,821.73-		
41 - OVERTIME DEPOSITS DISBURSED	2,747.56-		11,685.56-	2,747.56-	
44 - STANDEY REFUND					
TOTAL DISBURSEMENTS:	2,747.56-			2,747.56-	62,622.29-
T R A N S F E R S :					
COLLECTION AND DEPOSIT FEES:					
36 - TRANSFER TO FEES EARNED ACCOUNT	129,072.24-			129,072.24-	130,180.74-
REMUNERATED DOCKET FEES:					
37 - TRANSFER OF TAX WARRANT DOCKET FEES					
EVICITION SURCHARGE:					
42 - TRANSFER OF EVICITION SURCHARGE					
TOTAL TRANSFERS:	129,072.24-			129,072.24-	130,180.74-
T O D A Y T O T A L S :	129,342.80-	132,100.04	136,870.24	7,527.44	173,018.01
T O D A Y D E P O S I T S :	126,595.24-	132,100.04	136,870.24	10,275.00	235,640.30

A-03-p2

PROGRAM: CPBBL140  
 JOB NAME: J567140  
 STEP NAME: S567140E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 DAILY INCOME REPORT FOR: JUNE 22, 2012

PAGE: 3  
 RUN DATE: 06/22/2012  
 REPORT: CPBPT-03

TRUST ACCOUNT	BANK ACCOUNTS	TOTAL FEES ENFORCEABLE	TOTAL FEES NON-ENFORCE	TOTAL DEPT. TODAY	MONTH TO DATE
CLASIFICATION					
			1,440.00	1,440.00	14,365.00

CHARGE ACCOUNTS:  
 04 - ACCOUNTS RECEIVABLE-CHARGES

PROGRAM: CPBBS20  
 JOB NAME: J567520  
 STEP NAME: S567520E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 MONTHLY INCOME REPORT FOR: MAY, 2012

PAGE: 1  
 RUN DATE: 05/31/2012  
 REPORT: CPBPRF-21

C L A S S I F I C A T I O N	B A N K A C C O U N T S		TOTAL FEES ACCOUNT	D E P A R T M E N T T O T A L	
	TRUST ACCOUNT	FEES ENFORCEABLE		THIS MONTH	YEAR TO DATE

01 - SALES AND LEVY FEES		119,378.00	1,000.55	120,378.55	937,308.10
15 - WRIT DEPOSITS	38,453.76			38,453.76	469,171.39
16 - OVERTIME DEPOSITS	90,235.80			90,235.80	505,458.15
19 - PAYMENT ON EXECUTIONS/TAX WARRANTS					25,134.56
21 - EVICTION STANDBY					
22 - ADMINISTRATIVE SURCHARGE					
23 - EXCESSIVE STANDBY					

D O C K E T F E E S :	B A N K A C C O U N T S		TOTAL FEES ACCOUNT	D E P A R T M E N T T O T A L	
	TRUST ACCOUNT	FEES ENFORCEABLE		THIS MONTH	YEAR TO DATE
02 - SUBPOENAS			640.00	640.00	4,940.00
03 - SUMMONS AND OTHER NON-ENFORCEABLE WRITS			67,240.00	67,240.00	410,990.00
05 - DOCKET FEES FROM TAX WARRANT COLLECTIONS					
06 - WRITS OF EXECUTION (DOCKET FEES)					
08 - POSSES, REPLEV, & OTHER ENFORCEABLE		58,640.00		58,640.00	459,080.00

P A Y M E N T S - A C C O U N T S R E C E I V A B L E :	B A N K A C C O U N T S		TOTAL FEES ACCOUNT	D E P A R T M E N T T O T A L	
	TRUST ACCOUNT	FEES ENFORCEABLE		THIS MONTH	YEAR TO DATE
14 - PAYMENT FOR SERVICE OF DADE CITY TAX WARRANT			470.00	470.00	1,548.00
48 - PAYMENT ON HUD SURCHARGE			108.50	222.81	2,841.46
49 - PAYMENT ON CHARGES					235.87

M I S C E L L A N E O U S :	B A N K A C C O U N T S		TOTAL FEES ACCOUNT	D E P A R T M E N T T O T A L	
	TRUST ACCOUNT	FEES ENFORCEABLE		THIS MONTH	YEAR TO DATE
07 - FEE OVERPAYMENTS RETURNED					
09 - POSTAGE					
10 - OVERPAYMENTS RETAINED/PUBLIC SERVICE FEES					
11 - FEE ON BAD CHECKS		1.05		1.05	5,763.10
12 - STATE SALES TAX		58,866.00		60,171.00	508,984.02
13 - RETAINED OVERTIME FEES					
TOTAL RECEIPTS:	128,689.56	236,999.36	70,764.05	436,452.97	3,331,454.65

PROGRAM: CPBBS20  
 JOB NAME: J567520  
 STEP NAME: S567520E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 MONTHLY INCOME REPORT FOR: MAY, 2012

PAGE: 2  
 RUN DATE: 05/31/2012  
 REPORT: CPBPRPT-21

C L A S S I F I C A T I O N	B A N K A C C O U N T S		TOTAL FEES ACCOUNT	D E P A R T M E N T T O T A L	
	TRUST ACCOUNT	FEES ENFORCEABLE		THIS MONTH	YEAR TO DATE

D I S B U R S E M E N T S :					
MISCELLANEOUS:					
07 - FEE OVERPAYMENTS RETURNED		470.00-	470.00-	470.00-	1,548.00-
38 - EXECUTION/TAX WARR COLLECTIONS DISBURSED					26,211.44-
40 - WRIT DEPOSITS DISBURSED	26,133.17-			26,133.17-	512,812.12-
41 - OVERTIME DEPOSITS DISBURSED	6,352.80-			6,352.80-	53,939.60-
44 - STANDBY REFUND					
TOTAL DISBURSEMENTS:	32,485.97-	470.00-	470.00-	32,955.97-	594,511.16-

T R A N S F E R S :					
COLLECTION AND DEPOSIT FEES:					
36 - TRANSFER TO FEES EARNED ACCOUNT	60,383.36-			60,383.36-	516,466.88-

REMNORATED DOCKET FEES:					
37 - TRANSFER OF TAX WARRANT DOCKET FEES					
42 - TRANSFER OF EVICTION SURCHARGE					
TOTAL TRANSFERS:	60,383.36-			60,383.36-	516,466.88-

T O T A L S :	35,820.23	236,999.36	70,294.05	307,293.41	2,401,252.61
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C H A R G E A C C O U N T S :					
04 - ACCOUNTS RECEIVABLE-CHARGES	7,725.00	14,460.00	22,185.00	22,185.00	228,671.00

PGM: CPBB092  
 JOB: J567080  
 RUN DATE: 20120723

CIVIL PROCESS BUREAU  
 TRUST ACCOUNT CHECK REGISTER  
 REPORTING PERIOD: CHECKS DATE 07/23/2012

PAGE: 1  
 REPORT: CBRPT-08

CHECK NUMBER	PAYEE	CASH RECEIPT NUMBER	CASE NUMBER	AMOUNT
10409	SPRECHMAN & ASSOC.	75429	11- 12365-SP-23	\$500.00
10410	SPRECHMAN & ASSOC.	75440	10- 23607-CC-23	\$500.00
10411	RONIEL RODRIGUEZ IV	75444	12- 14004-CA-01	\$500.00
10412	STEPHEN E. TUNSTALL, P.A.	75494	12- 2968-CC-25	\$500.00
10413	SPRECHMAN & ASSOC.	75501	09- 38230-CC-23	\$500.00
10414	KRAMER & RASSNER, P.A	75515	12- 2459-CC-26	\$1,850.00
10415	DIXIE TRANSPORT	75515	12- 2459-CC-26	\$1,650.00
10416	STEPHEN E. TUNSTALL, P.A.	75533	12- 2968-CC-25	\$2,500.00

GRAND TOTAL FOR TRUST ACCOUNTS FOR THE DAY \$8,500.00

GRAND TOTAL OF NUMBER OF TRUST ACCOUNTS 8

PROGRAM: CFB150  
 JOB NAME: J567150  
 STEP NAME: S567150E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 DAILY CHARGE ACCOUNTS FOR: JUNE 22, 2012

USER ID: C300227

PAGE: 1  
 RUN DATE: 06/22/2012  
 REPORT: CFBPT-14

TRANS NUMBER	SERVICE NUMBER	WRIT TYPE	FEES ACCOUNT			CHG ACT NUMBER	TRUST ACCOUNT			TOTAL
			BASE	POSTAGE	LEVY		COST RECT	COST AMOUNT	CASH RECT	
1111171	2091210	SUMM	20.00			33				20.00
	2091211	SUMM	20.00			33				20.00
	2091212	SUMM	20.00			33				20.00
	2091213	SUMM	20.00			33				20.00
	2091214	SUMM	20.00			33				20.00
	2091215	SUMM	20.00			33				20.00
	2091216	SUMM	20.00			33				20.00
	2091217	SUMM	20.00			33				20.00
	2091218	SUMM	20.00			33				20.00
TOTALS FOR TRANS #1111171			180.00							180.00
1111172	2091219	SUMM	20.00			33				20.00
	2091220	SUMM	20.00			33				20.00
	2091221	SUMM	20.00			33				20.00
TOTALS FOR TRANS #1111172			60.00							60.00
TOTALS FOR USER C300227			240.00							240.00

PROGRAM: CPBBL50  
JOB NAME: J567150  
STEP NAME: S567150E

METRO-DADE POLICE DEPARTMENT  
CIVIL PROCESS BUREAU  
DAILY CHARGE ACCOUNTS FOR: JUNE 22, 2012

REPORT: CPBBL-14  
PAGE: 5  
RUN DATE: 06/22/2012

ALL TRANSACTION TOTAL AMOUNTS

FEE ACCOUNTS	
BASE	1,440.00
POSTAGE	
LEVY	
OVERAGE	
TOTAL FEES ACCOUNTS	1,440.00

TRUST ACCOUNTS

COST	
OVERTIME	
EXEC/TRAV PAYMENTS	
SALE MONIES	
SECURITY BONDS	
STANDING DEPOSITS	
TOTAL TRUST ACCOUNTS	
TODAY TOTALS	1,440.00

PROGRAM: CMBEL30 METRO-DADE POLICE DEPARTMENT PAGE: 1  
 JB NAME: J567130 CIVIL PROCESS BUREAU RUN DATE: 06/22/2012  
 EP NAME: S567130A DAILY DOCUMENT STATISTICS REPORT FOR: JUNE 22, 2012 REPORT: CMBRPT-05

ENFORCEABLE WRITS	TO DAY	MONTH TO DATE	NON-ENFORCEABLE WRITS	TO DAY	MONTH TO DATE
EXECUTIONS	2	30	WRITS	84	1,069
POSSESSIONS	54	1,114	SUBPOENAS		7
TAX WARRANTS					
REISSUES		2			
GRATIS PAPERS	9	21	GRATIS PAPERS	35	874
ALIAS PAPERS		3	ALIAS PAPERS		100
OTHERS		59			

RECEIVED:	RETURNED:	TOTAL RECEIVED	TOTAL RETURNED
TOTAL RECEIVED	TOTAL RETURNED	1,229	119
RETURNED:	RETURNED:		2,040
SERVICED	SERVICED		184
NO SERVICED	NO SERVICED	789	21
DOCKET ONLY	DOCKET ONLY	452	558
TOTAL RETURNED	TOTAL RETURNED	1,241	205
			3,106

FEE TYPE	AMOUNT	TOTAL
ENFORCEABLE	6,635.00	134,623.50
NON-ENFORCEABLE	1,163.00	32,640.20
TOTAL FEES EARNED	7,798.00	167,263.70
GRATIS PAPERS	880.00	17,900.00
ALIAS PAPERS		2,060.00
TOTAL FEES NOT COLLECTED	880.00	19,960.00



Miami-Dade Police Department  
Sheriff Services Bureau  
601 NW 1<sup>st</sup> Court, 9<sup>th</sup> Floor  
Miami, Florida 33136  
305-375-5100

July 23, 2012

Steve Blatt  
Dixie Transport, Inc.  
5520 NE 4 Avenue  
Miami, Florida 33137

RE: ANN CICCONE-CAPRI aka ANN C. THILLOY  
VARIOUS ITEMS  
MDPD CASE #PD100420166730

Dear Mr. Blatt

Property related to the above case was stored with you on **04/20/2010** and will be sold on **06/09/2010**.

Please submit an itemized statement of the storage charges due up to and including the date of sale. The statement must be submitted at least one week prior to the sale date and includes the defendant's name as listed above.

Inquiries should be directed to me at 375-5100.

Sincerely,

Rey Valdes, Major

---

by and through Charlean Johnson  
Police Records Technician 1

*A-08*

SHERIFF'S RETURN OF SERVICE

MIAMI-DADE COUNTY, FL

Form with fields: SERVICE NUMBER, TO BE SERVED, ALIAS/PLURIES, TRANSACTION#, COURT CASE NUMBER, PLAINTIFF, DEFENDANT, RECEIVED DATE, RECEIPT#, FEES, COURT, WRIT TYPE, MAIL RETURN TO, CO-DEFENDANT (IF ANY), COURT DATE, DATE ENTERED, ZONE, SERVICES.

SERVICE INFORMATION ALL ACTIONS PERFORMED IN ACCORD WITH APPLICABLE FLORIDA STATE STATUTES

Form with fields: SERVED, INDIVIDUAL SERVICE ON "TO BE SERVED", EXECUTED PER INSTRUCTIONS, OTHER: See Comments, SUBSTITUTE SERVICE, CORPORATE SERVICE, RESIDENTIAL, COMMERCIAL, AT, ADDRESS, 24 HOUR NOTICE POSTED, PLACED IN POSSESSION.

Form with fields: NO SERVICE, UNABLE TO CONTACT, UNKNOWN, MOVED OR VACANT, NO SERVICE PER DIRECTIONS OF PLAINTIFF/REPRESENTATIVE, BANKRUPTCY, ASSETS NOT FOUND, PARTY PAYING DIRECT PER ABOVE NAMED PLAINTIFF/REPRESENTATIVE, NO LONGER IN BUSINESS, FULLY SATISFIED, OTHER (See Comments).

ATTEMPTS / COMMENTS

Table with columns: DATE, TIME, ID #, COMMENTS. Contains two rows of service attempt data.

Form with fields: RETURN, On XX/XX/XXXX at XX:XX AM, James K. Loftus, Director and Metropolitan Sheriff, By XXX, Deputy Sheriff, Court Support Specialist, Voice: (305) 375-5100, Fax: (305) 375-5517.

Form with fields: NOTARIZATION OF SERVER'S SIGNATURE (BY SPECIFIC REQUEST AND FEE ONLY), IDENTIFICATION PRODUCED, PERSONALLY KNOWN, SWORN TO BEFORE ME ON, SIGNATURE.

A-09a



PROGRAM: CPB524  
 JOB NAME: J567520  
 STEP NAME: S567520Q

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 WRIT ANALYSIS FOR MAY 2012

PAGE: 1  
 RUN DATE: 05/31/2012  
 REPORT: CPERPT-26

WRIT CODE	WRIT DESCRIPTION	RECEIVED	AMT NOT COLL	GRATIS RECEIVED	AMT NOT COLL	RECEIVED	AMT COLL/CHRG	SERVED	NO SERVICE
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
ENFORCEABLE WRITS:									
CEBY	CIVIL BODY ATTACHMENT	1	20.00	2	40.00	20	1,530.00	5	18
EXEC	WRIT OF EXECUTION					48	8,400.00	18	54
POSS	WRIT OF POSSESSION	3	60.00	5	100.00	1,463	167,416.00	923	517
REIS	REISSUE					13	1,680.00		
REPL	WRIT OF REPLEVIN					11	990.00	2	11
WEDY	WARRANTS BODY ATTACHMENT			31	620.00	124	5,630.00	1	2
-----									
	ENFORCEABLE TOTALS:	4	80.00	38	760.00	1,679	185,646.00	949	602
NON-ENFORCEABLE WRITS:									
DINJ	DOMESTIC VIOLENCE WRITS	4	80.00	38	760.00	1,679	185,646.00	949	602
DINK	DOMESTIC INUNCTION EXPARTE			32	640.00	32		10	20
EXPA	EX PARTE			672	13,440.00	672		295	352
GARN	WRIT OF GARNISHMENT					2	80.00	2	
HEAR	NOTICE OF HEARING					14	481.00	10	
MISC	FOR REMUNERATED FEES			198	3,960.00	199	20.00	111	81
NOTH	NON-ENFORCEABLE OTHER WRITS					2			
ODER	ORDER					41	1,550.50	26	21
OTSC	ORDER TO SHOW CAUSE	1	20.00	1	20.00	2	41.00	3	3
POSS	WRIT OF POSSESSION			2	40.00	3	40.00	3	
PRET	PRE-TRIAL DATE							1,439	
RULE	RULE TO SHOW CAUSE	2	40.00	30	600.00	233	8,087.00	172	58
SUBP	SUBPOENA			202	4,040.00	220	681.00	1	
SUMM	SUMMONS	174	3,480.00	309	6,180.00	1,020	21,034.00	189	13
SUPP	SUPPLEMENTARY PROCEEDINGS							697	434
TAMN	TAX NOTICE					1		1	
5DAY	5-DAY SUMMONS FOR WRIT OF POSSESSION					1,079	43,156.00	780	46
-----									
	NON-ENFORCEABLE TOTALS:	177	3,540.00	1,450	29,000.00	3,723	83,331.50	3,933	1,034
OVERALL TOTALS:									
		181	3,620.00	1,488	29,760.00	5,402	268,977.50	4,882	1,636

PAGE: 1  
 RUN DATE: 06/22/2012  
 REPORT: CPERPT-11

PROGRAM: CPB8110  
 JOB NAME: J567110  
 STEP NAME: S567110E

PROGRAM: CPB8110  
 JOB NAME: J567110  
 STEP NAME: S567110E

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 DOCKET LOG REPORT FOR: JUNE 22, 2012

STYLE OF CASE

PLAINTIFF

DEFENDANT

UPD

SERVICE NUMBER	WRIT TYPE	CASE TYPE	CASE NUMBER	PLAINTIFF	DEFENDANT	UPD
2059256	WEDY	8- 7088-FC-04	COAKLEY	TAMEKA	RICARD	A
2059257	WEDY	8- 27881-FC-04	GRAMAY	LAUREN	MICHAEL	A
2059258	WEDY	9- 16644-FC-04	GONZALEZ	AVIANCA	KORTEZ	F
2059259	WEDY	11- 23467-FC-04	SEGARRA	ANA	DANILO	A
2059260	WEDY	12- 1143-FC-04	FERRERO	INGRID	LAZARO	A
2059261	WEDY	8- 7088-FC-04	COAKLEY	TAMEKA	RICARD	D
2059257	WEDY	8- 7088-FC-04	COAKLEY	TAMEKA	RICARD	D
2059258	WEDY	9- 16644-FC-04	GONZALEZ	AVIANCA	KORTEZ	F
2059260	WEDY	12- 1143-FC-04	FERRERO	INGRID	LAZARO	U
2089906	POSS	12- 7208-CC-23	BRITO	OSCAR	MIRIAM	U
2090811	POSS	12- 10824-CC-05	ROYAL	GRON DEVELOPERS (LLC)	NORALEA	U
2091072	POSS	12- 3072-CC-05	SCSA	JESUS	SAMEL	U
2091073	POSS	12- 3269-CC-21	MBA ASSOC. A FLA	GENERAL PARTNERSHIP CONS.	ELIZABETH	A
2091074	POSS	12- 10525-CC-05	AIRNAS GROUP INC		WAYNE	A
2091075	POSS	12- 3056-CC-21	AIRNAS GROUP INC		HAMILTON	A
2091076	POSS	12- 3431-CC-21	JONES	OLIVE	ANGEL	A
2091077	POSS	12- 8845-CC-05	LOPEZ	OLIVE	YUDIT	A
2091078	POSS	12- 1774-CC-21	BLANCO	ZOLIA	LOREA	U
2091079	POSS	12- 3367-CC-21	KENDALL	GABLES APARTMENTS INC	JAVIER	A
2091080	POSS	12- 3375-CC-26	NEO	VERTIKA CONDO ASSN INC	SEBASTIAN	A
2091081	POSS	12- 11059-CC-05	REGENCY	POINTE APT LTD	ALVARADO	F
2091082	POSS	12- 7485-CC-05	SEGAR	EN INC	ELVIS	A
2091083	POSS	12- 3262-CC-21	DORAL	WEST ACQUISITION (LLC)	JORGE	A
2091084	POSS	12- 3261-CC-21	METROPOLITAN	LIFE INS CO	EVELYN	A
2091085	POSS	12- 3245-CC-21	METROPOLITAN	LIFE INS CO	OSIELCIS	A
2091086	POSS	12- 3361-CC-21	METROPOLITAN	LIFE INS CO	RIVERA	A
2091087	POSS	12- 3359-CC-21	METROPOLITAN	LIFE INS CO	CARLOS	A
2091088	POSS	12- 3358-CC-21	METROPOLITAN	LIFE INS CO	MICHEL	A
2091089	POSS	12- 3235-CC-21	DORAL	WEST ACQUISITION (LLC)	CAROLINA	A
2091090	POSS	12- 3231-CC-21	DORAL	WEST ACQUISITION (LLC)	SONIA	U
2091091	POSS	12- 3374-CC-21	DELPHIL	CORP	EMARCEZ	A
2091092	POSS	12- 3241-CC-21	CARIDAD	A ORTEGA (PA)	CARLOS	B
2091093	POSS	12- 3326-CC-21	JONES	LEONZIE	DANNY	A
2091094	POSS	12- 3138-CC-21	GONZALEZ	CHARINA	ESTERAN	A
2091099	POSS	12- 3213-CC-21	CHI	KING	CANOLL	A
2091100	POSS	12- 10692-CC-05	CAPITAL	RENTAL AGENCY INC	DEBORAH	A
2091107	POSS	12- 679-CC-05	GALAZA	JAVIER	PAULA	A
2091130	5DAY	12- 3574-CC-21	ESPINOSA	ROLANDO	GILBERTO	A
2091131	5DAY	12- 4173-CC-26	ALONSO	LUIS	NADEZA	A
2091132	5DAY	12- 3608-CC-21	CELADA	FARRAR	LEONARDO	A
2091133	5DAY	12- 4120-CC-26	DECOSTE	JUANNE	KATRINA	A
2091134	5DAY	12- 10391-CC-23	ANTOINE	MARIE	FEDSO	A
2091135	5DAY	12- 12128-CC-23	HUANG	HONG	ALEGRE	A
2091136	5DAY	12- 12129-CC-23	FILIPAN	VICTORIA	DOLES	A
2091137	PRET	12- 1225-SP-24	MONSALVE	ORLANDO	GAY	A
2091138	PRET	12- 12271-SP-05	JET	KITSTONE CORP	JANE	A
2091139	PRET	12- 12341-SP-05	GALAZA	JAVIER	CHARL	A
2091130	5DAY	12- 3574-CC-21			MAX SERVICES & CONSTRUCTION	A
					CONCRET CONDO ASSN	A
					ALVAREZ	R
					LEONARDO	U

PAGE: 5  
RUN DATE: 06/22/2012  
REPORT: CPBAPT-11

METRO-DADE POLICE DEPARTMENT  
CIVIL PROCESS BUREAU  
DOCKET LOG REPORT FOR: JUNE 22, 2012

PROGRAM: CPB110  
JOB NAME: J567110  
STEP NAME: S567110E

TOTAL DOCUMENTS ADDED	158
TOTAL DOCUMENTS UPDATED	15
TOTAL DOCUMENTS PROCESSED	173

A-11-p2



REPORT NO. 03 MIAMI-DADE POLICE DEPARTMENT PAGE 10

J567150/S567150G COURT SERVICES BUREAU 06/20/2012

PGM: CPBK003 DOCUMENT VERIFICATION STATISTICS AS OF 06/20/2012

OFFICER NUMBER	DOCUMENT NUMBER	CASE NUMBER	TRANS NUMBER	USER	FLG	TIME
-------------------	--------------------	----------------	-----------------	------	-----	------

TOTAL 36 TRANSACTIONS

GRAND TOTAL 212 TRANSACTIONS

June 20, 2012

Stanley Hodgeman, Captain  
Broward County Sheriff's Office  
Civil Division  
Public Safety Building  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

Subject: Case #: 2009-59457-CA-10  
Defendant: Neacsu, Mihai  
Race: White Sex: Male D.O.B.: 05/24/1952  
S.S. #: XXX-XX-XXXX Eyes: Unknown Hair: Gray  
Height: 6'00" Weight: 170  
Address: 805 N.E. 8<sup>th</sup> Street Apt. #5, Hallandale, FL 33009

Dear Captain Hodgeman:

We are requesting assistance from your agency to serve the enclosed Civil Writ of Bodily Attachment issued by the Eleventh Judicial Circuit Court, in and for Miami-Dade County. This writ will expire on July 15, 2012. Kindly return the enclosed writ if not served within the time limitations.

If the subject is taken into custody, and the subject is unable to post bond, we will extradite. Please contact the Miami-Dade County Department of Corrections Jail Transportation Liaison at (786) 263-4212. If the subject posts bond, please forward a copy of the writ and bond information to this office. In the event you are unable to locate the subject, please return the writ to Sheriff Services Bureau.

If you have any questions or require confirmation, please contact our Warrants Section at 305-471-1700, Teletype: (Ori: FL0130007).

Thank you for your cooperation in this matter.

Sincerely,

Ignacio M. Alvarez  
Major

Enclosure

*A-13*





MIAMI DADE POLICE DEPARTMENT

SHERIFF SERVICES BUREAU

MIAMI, MIAMI-DADE COUNTY, FLORIDA

FILE COPY

FILE COPY

Date: June 21, 2012

DIXIE TRANSPORT INC (305) 757-6900  
Name

5520 NE 4 AVENUE, MIAMI, FLORIDA  
Address

FILE COPY

GENTLEMEN;

This is your authority to release to

Braulio Gonzalez aka Braulio S. Gonzalez and/or Agent  
Name

8000 SW 17 Tr., Miami, Fl 33155  
Address

The following described property:

**2004 CHEVY TRAILBLAZER SUV  
I.D. #1GNES16S246104353**

**(UPON PAYMENT OF YOUR CHARGES)**

DEFENDANT: BRAULIO GONZALEZ

CASE NO: PD120522194733

DATE OF LEVY: 05/22/2012

W/EXEC: 324-6953

The person to whom this release has been given has shown us to proper claim to the property described and this office will assume no responsibility as to costs accrued on the handling of the property described.

Yours very truly,

James K. Loftus  
Director and Metropolitan Sheriff  
Miami-Dade County Florida

By: [Signature]  
Sergeant R. Interian, Deputy Sheriff

PLEASE CALL THE STORAGE COMPANY PRIOR TO PICKING UP YOUR PROPERTY.

A-15

THIS INSTRUMENT WAS PREPARED BY  
COURT SERVICES BUREAU, 8th Floor  
140 West Flagler Street  
Miami, Florida 33130

Docket No. 324-5722

BY: SGT. R. INTERIAN

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 09-34158 CA 21

FRED E. GLICKMAN, P.A., a  
Florida corporation,  
Plaintiff,

vs.

CAMINITO FOND-ROSE,  
Defendant.

**NOTICE OF RELEASE OF SHERIFF'S LEVY**

WHEREAS, pursuant to a writ of execution issued out of the above-styled court in the above entitled cause, on the 22 day of January, 2010, I did, on the 08 day of February, 2010, levy on all of the right, title, and interest of the defendant, in execution in and to the following described property:

Lot 4, less the West 10 feet thereof, in Block 19, of LITTLE RIVER GARDENS, according to the Plat thereof, recorded in Plat Book 6, Page 153, of the Public Records of Miami-Dade County, Florida.

Notice is hereby given that the above-described property has been released from the levy of the said writs of execution herein-before described.

DATED at Miami, Florida, this 30 day of July, 2010.

**JAMES K. LOFTUS**  
Sheriff of Miami-Dade County, Florida

By: \_\_\_\_\_  
Sergeant R. Interian, Deputy Sheriff

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 09-32293-CA-01

CSC MAYFAIR LAND  
LIMITED PARTNERSHIP

Plaintiff,

Vs.

**SHERIFF'S AFFIDAVIT**

INFINITE AUDIO SYSTEMS, INC  
AN FLORIDA CORPORATION

Defendant,

\_\_\_\_\_ /

COMES NOW, JAMES LOFTUS DIRECTOR OF MIAMI-DADE COUNTY, FLORIDA, by and through Magally Montenegro, Police Records Technician 2, and respectfully shows unto the Clerk of the above court that the REPL herein before issued sometime before 07/20/2010 has been lost/misplaced; that due and diligent search has been made to find that said but such original REPL cannot be found. WHEREFORE, the undersigned respectfully requests that an alias REPL be issued in the above court case.

JAMES LOFTUS, Sheriff

MIAMI-DADE COUNTY

By: Magally Montenegro  
Magally Montenegro, PRT2

STATE OF FLORIDA)  
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority personally appeared to me well known to be the person described in and who executed the foregoing instrument, and acknowledged that the statement contained therein are true and correct.

Date: August 10, 2010

Jada Fulton

Notary Public  
State of Florida at Large

X Personally known  
Produced as identification

**SHERIFF'S DEED**

THIS INDENTURE, made this 14 day of December, A.D. 2011, between JAMES K. LOFTUS, Sheriff of Miami-Dade County, State of Florida, party of the first part, and \_\_\_\_\_

Part\_\_ of the second part,

WHEREAS, by virtue of certain execution issued out of and under the seal of Circuit Court in and for Miami-Dade County, Florida, tested the 30 day of June, A.D. 2011 at the suit of South Beach Lending, LLC, a Florida limited liability company, Plaintiff vs. The Lincoln Group, LLC, et al., Defendants, directed and delivered to the Sheriff, commanding him, that of the goods and chattels, lands and tenements of said defendant, Jackeline Dyer, cause to be made certain monies in said writ of execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said defendant, Jackeline Dyer, had of, in and to the property hereinafter described; and on December 14, A.D. 2011, a legal sale day, sold the said property at public auction at 601 NW 1 Court, 9<sup>th</sup> Floor, Miami, Florida 33136, having first given public notice of the time and place of said sale, by advertising said property for sale, in manner and form as required by the Statutes in such cases made and provided, in the Daily Business Review, a newspaper of general circulation published in said County, once a week for four (4) weeks next preceding date of sale; and that at such sale the said property was struck off to the said part\_\_ of the second part, \_\_\_\_\_, being the highest bidder therefore for the sum of \_\_\_\_\_, being the highest bid for same.

**NOW THIS INDENTURE WITNESSETH:** That the said party of the first part, as Sheriff and provided, and in consideration of the sum of money so bid as aforesaid and in hand paid to said party of the first part by the said part\_\_ of the second part, at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said \_\_\_\_\_, part\_\_ of the second part, all the estate, right, title and interest which the said defendant, Jackeline Dyer, had on the 14 day of December, A.D. 2011, or at any time afterwards, of, in and to all that certain real estate known and described as follows:

Condominium Parcel 3403, of THE PLAZA 851 BRICKELL CONDOMINIUM, according to the Declaration thereof recorded in Official Records Book 26287 Page 123, of the Public Records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD the said described property unto the said part \_\_\_ of the second part, \_\_\_\_\_, as fully and absolutely as the said party of the first part, as Sheriff as aforesaid, can or should convey by virtue of said execution and the laws relating thereto.

IN TESTIMONY WHEREOF, The said party of the first part, as Sheriff aforesaid, has hereunto set his hand and affixed his seal this 14 day of December, A.D. 2011.

JAMES K. LOFTUS (Seal)
Sheriff of Miami-Dade County, Florida

By: \_\_\_\_\_
Sergeant R. Interian

Signed, sealed and delivered in our presence.

This instrument was prepared by: Sheriff of Miami-Dade County Court Services Bureau, 601 NW 1 Court, 9th Floor Miami, Florida 33136

\_\_\_\_\_  
Lisandra Rosales

\_\_\_\_\_  
Silvia Raposo

STATE OF FLORIDA )
:
COUNTY OF MIAMI-DADE )

BE IT REMEMBERED, that on this 14 day of December, A.D. 2011 before me, a Notary Public for the State and County aforesaid, personally appeared Sergeant R. Interian, Deputy Sheriff of Miami-Dade County, Florida, well known to me and well known to me to be the person described in and who executed the foregoing instrument of writing, and he did acknowledge that he signed, sealed and delivered the same of his own free will and accord, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Personally Known  
Produced  
as identification.

File return Circuit Court, Miami-Dade County under case #09-69402 CA 06

**SHERIFF'S RETURN**

Received the Execution on the 04 day of August, 2011 and executed the same in Miami-Dade County, Florida, under date of October 03, 2011, by levying on property described on reverse side of this sheet, lying and being in Miami-Dade County, Florida, as property of within named defendant: **Jackeline Dyer**.

After having advertised the property, described on the reverse side of this sheet, for sale once each week for four (4) consecutive weeks in the **MIAMI DAILY BUSINESS REVIEW**, a newspaper of general circulation published at Miami, Miami-Dade County, Florida, as will more fully appear from the verified proof of publication hereto attached, and made a part hereof, I did offer the property described, on the reverse side of this sheet, for sale at public outcry, for cash in hand, to the highest bidder at 601 NW 1 Court, 9<sup>th</sup> Floor, Miami, Miami-Dade County, Florida, on the 14 day of December, 2011, between the hours of eleven o'clock in the forenoon and two o'clock in the afternoon and sold at same to:

\_\_\_\_\_

\_\_\_\_\_

for the sum of \$ \_\_\_\_\_, the said being the highest and best bidder for said property.

\*Subject to sales tax

JAMES K. LOFTUS  
SHERIFF OF MIAMI-DADE COUNTY  
BY \_\_\_\_\_

DEPUTY SHERIFF

PAID TO DAILY BUSINESS REVIEW \$ 236.35 SHEET#T-1082098 CR-73894

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_The sum of \$210.00 being credited as Sheriff's fees.

File return County Court, Miami-Dade County under case #08-29366 CC 23

IN THE COUNTY COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO: 07-5482 CC 21

LVNV FUNDING, LLC,  
Plaintiff,  
vs.

NOTICE OF SHERIFF'S SALE

Braulio Gonzalez,  
Defendant(s)

Notice is hereby given that under an by virtue of a **Writ of Execution** issued in the above styled cause, I, James K. Loftus, Sheriff of Miami-Dade County, Florida, have levied upon and will offer for sale all the right, title, and interest of said defendant, in the below described property. The sale will be held at 601 NW 1 Court, on the 9<sup>th</sup> Floor, in Miami, Miami-Dade County, Florida, on the **27** day of **June, 2012**, at 11:00 a.m. and continue from day to day, except Saturday and Sunday, until such property is disposed of to the highest and best bidder for cash.

The following property is offered for sale:

2004 CHEVY TRAILBLAZER SUV  
I.D. #1GNES16S246104353

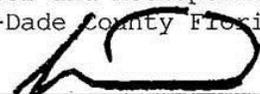
STORAGE LOCATION:  
DIXIE TRANSPORT INC  
5520 NE 4 AVENUE  
MIAMI, FLORIDA

as the property of the said defendant, to satisfy said Writ of Execution.

Dated this 24 day of May, 2012.

ATTORNEY FOR THE PLAINTIFF  
Andreu Palma & Andreu, PL  
701 SW 27 Avenue, #900  
Miami, FL 33135

James K. Loftus  
Director and Metropolitan Sheriff  
Miami-Dade County Florida

By:   
Sergeant R. Intèrian, Deputy Sheriff

SHERIFF'S  
SEAL

5/25; 5/30; 6/06; 6/13/2012

For information, in reference to this case contact Charlean Johnson at: (786) 469-3650

THIS INSTRUMENT WAS PREPARED BY  
SHERIFF SERVICES BUREAU, 8TH FLOOR  
601 NW 1 COURT, 9<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33136

DOCKET NO. 324-6859

BY: Sgt. R. Interian

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 10-19374 CA 25

JORGE A. FERNANDEZ  
and ELENA P. FERNANDEZ, his wife  
Plaintiff(s)

vs.

NOTICE OF SHERIFF'S LEVY

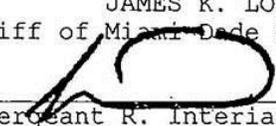
BLANCA GUERRERO,  
a single woman  
Defendant(s)

Notice is hereby given that under and by virtue of a writ of execution issued out of Circuit Court in and for Miami-Dade County, Florida, in the case of JORGE A. FERNANDEZ and ELENA P. FERNANDEZ, his wife, Plaintiffs vs. BLANCA GUERRERO, a single woman, Defendant. I have levied this day upon all of the right, title and interest of the said defendant, in and to the following described real estate, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lots 9 and 10, Block 1, IDOS SUNSET GARDENS FIRST ADDITION according to the Plat thereof, as recorded in Plat Book 117 at Page 92, of the Public Records of Dade County, Florida, together with the single family residence situate thereon.

Dated this 04 day of April, A.D., 2012.

JAMES K. LOFTUS  
Sheriff of Miami Dade County, Florida

By:   
Sergeant R. Interian, Deputy Sheriff

For information in reference to this case contact Charlean Johnson at: (305) 375-5100

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**SHERIFF'S BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that JAMES K. LOFTUS, Sheriff of Miami-Dade County, Florida, as party of the first part, by virtue of a writ of execution issued out of and under the seal of the County Court in and for Miami-Dade County, Florida, dated the 12 day of November, A.D. 2008 at the suit of Elite Recovery Services, Inc., as assignee of Providian Bank, Plaintiff vs. William Bravo, Defendant, did levy upon and seize all the right, title and interest of said defendant, in and to the following describe property, to wit:

2003 NISSAN ALTIMA 4D  
I.D. #1N4AL11D03C160620

AND, on the 21 day of July, A.D. 2010, sold the said property at public auction at 140 West Flagler Street squad room #801 in the City of Miami, in said County and State; after having advertised said property for sale, in manner and form as required by the Statutes in such cases made and provided, in the Miami Daily Business Review, a newspaper of general circulation published in said County once a week for four (4) weeks preceding date of sale; and that at such sale, the said property was struck off to the said part\_\_\_ of the second part, \_\_\_\_\_

\_\_\_\_\_ for  
the sum of \_\_\_\_\_  
\_\_\_\_\_ being the highest bidder  
therefore, and that being the highest bid for same.

**NOW THIS INDENTURE WITNESSETH:** That the said party of the first part, as Sheriff as aforesaid, by virtue of the said writ of execution and in pursuance of the Statute in such cases made and provided, and in consideration of the sum of money so bid as aforesaid, and in hand paid to the said party of the first part by the said part\_\_\_ of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents, does

A-22a

grant, bargain, sell, transfer and deliver unto the part\_\_ of the second part \_\_\_\_\_, all the right, title and interest of said defendant, in and to the property heretofore described. **TO HAVE AND TO HOLD** the said described property unto the said part\_\_ of the second part, as fully and absolutely as the said party of the first part, can or should convey by virtue of said writ of execution and the laws relating thereto.

**IN TESTIMONY WHEREOF**, the said party of the first part as Sheriff aforesaid, has hereunto set his hand and affixed the seal the 21 day of July, A.D. 2010.

SIGNED, SEALED AND DELIVERED  
IN OUR PRESENCE:

JAMES K. LOFTUS  
Interim Director and Metropolitan  
Sheriff Miami-Dade County Florida

\_\_\_\_\_  
Charlean Johnson

By: \_\_\_\_\_ D.S. (SEAL)  
Sergeant R. Interian  
Court Services Bureau

\_\_\_\_\_  
Karla Osorno

STATE OF FLORIDA        )  
                                  ) ss  
COUNTY OF MIAMI-DADE )

**BE IT REMEMBERED**, that on this 21 day of July, A.D. 2010 before me, Sergeant R. Interian, Deputy Sheriff of Miami-Dade County, Florida, described in and who executed the foregoing instrument of writing, and he did acknowledge that he signed, sealed and delivered the same of his own free will and accord, for the uses and purposes therein expressed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Personally known  
Produced \_\_\_\_\_  
as identification.

MIAMI DADE POLICE DEPARTMENT

COURT SERVICES BUREAU

Proceeds From Sheriff's Sale

Date: FEBRUARY 22, 2010 Sale Date: FEBRUARY 10, 2010

A. COLLECTIONS:

1. Proceeds	\$ 2000.00	
2. Sales Tax	\$ 140.00	
3. Total Collection		\$ 2140.00

B. COST:

1. Sheriff fee	\$ _____	
2. Miami Review	\$ 232.65	
3. Postage	\$ 15.20	
4. Clerk of Courts	\$ _____	
5. Sales tax	\$ 140.00	
6. Total Deductions		\$ 387.85

LIQUIDATION FEE (to be paid to the plaintiff)  
 (Per F.S. as of October 1, 2001) \$ 500.00

PAY PLAINTIFF OR PLAINTIFF'S ATTORNEY

C. MONIES TO BE REFUNDED/PAID TO PLAINTIFF(S):

Refund cost of deposit? Yes  No  \$ \_\_\_\_\_

Transaction #9 / 1005944 Docket Book and Page #324-5282

Cash Receipt #69494 / 69856 Case #05-3505 CC 23 Service #1885929

Defendant RONNIE NEALY

D. OTHER INFORMATION:

SALE HELD SOLD TO DRIVE TIME AUTO SALES FOR \$1800.00 SALES TAX #23-8015054624-0

E. APPROVALS:

Sales Clerk \_\_\_\_\_

Supervisor for Sales Department \_\_\_\_\_

Verified by Fiscal Unit \_\_\_\_\_

MIAMI DADE POLICE DEPARTMENT

COURT SERVICES BUREAU

Cost from Sheriff's Sale

Deposit Only

Date: JUNE 22, 2012 Sale Date:

A. COST FROM DEPOSIT:

- 1. Sheriff's Fee \$
- 2. Miami Review \$ 207.55
- 3. Postage \$ 7.28
- 4. Clerk of the Courts \$
- 5. Sales Tax \$

B. TOTAL DEDUCTIONS \$ 214.83

C. MONIES TO BE REFUNDED TO PLAINTIFF:

- 1. Refund Entire Deposit \$
- Refund only deposit monies
- Deductions: \$ 214.83
- Transaction Number 2084729
- Cash Receipt 75236
- Docket Book and Page Number 324-6953
- Service Number 2084720

Defendant: BRAULIO GONZALEZ

D. OTHER INFORMATION:

SALE CANX SEE LETTER FROM PLTF DATED 6/19/12.
REFUND REMAINING BALANCE

E. APPROVALS:

Sales Clerk
Supervisor for Sales Department
Verified by Fiscal Unit





PAGE: 1  
 RUN DATE: 06/29/2012  
 REPORT: CPBSP7-23

*Open Transaction Report*

PROGRAM: CPBSP02  
 JOB NAME: J567500  
 STEP NAME: S5675001

CASE RECEIPT	ACCT TYPE	ORIGINA. AMOUNT	RECEIVED DATE	TRAN ID	SERVICES NUMBER	DOCKET BOOK-PAGE	DATE	M A I L T O N A M E	ACCOUNT BALANCE
59058	C	500.00	03/31/2000	651171	1265502			SUNBEAM CORPORATION	500.00
59209	C	500.00	05/18/2000	656135	1073821/01			JACOBSON LAW GROUP	297.48
60285	C	500.00	04/20/2001	691926	309917			MARCO DE LA CAL, P.A.	260.60
60997	C	540.00	01/25/2002	721451	1396427			ROBERT HARRIS, ESQ.	540.00
61149	C	500.00	03/26/2002	727439	1408387			ROBERT P FRANKEL, ESQ.	284.08
61407	C	00	06/19/2002	736141	861232			STEPHEN A KRESS PA	300.00
61434	C	500.00	06/27/2002	737027	1411303/01			CRAIG SHEPARD, ESQ.	305.36
61628	C	1,000.00	09/05/2002	744270	1440440			HOMER, RONNER & DELGADO, P.A.	1,000.00
61690	C	500.00	09/26/2002	746790	1445054			ROBERT P FRANKEL	500.00
62127	C	500.00	02/28/2003	761738	1473853			ALEX ENAHK	500.00
62147	C	500.00	03/06/2003	762399	856788			CRAIG Z SHEPARD PA	306.36
62281	P	4,000.00	04/09/2003	765884	1472055	324-1412		MAX A GOLDFARB	3,604.64
62350	C	500.00	05/13/2003	769179	1458130			JOEL GULIKIN	399.30
62472	C	00	06/24/2003	773440	1483866			JOHN A ANTHONY, ESQ.	500.00
62563	C	500.00	07/28/2003	776795	1504209			SHELDON ENGELHARD P.A.	491.36
62579	C	500.00	08/04/2003	777395	1505526			MICHAEL S. RUDWICK, ESQ.	276.36
62581	C	2,700.00	08/04/2003	777413	1505526			MICHAEL S. RUDWICK, ESQ.	291.34
62653	C	1,000.00	09/02/2003	780292	1509180			STANAR ELECTRONICS	500.00
63126	C	540.00	02/23/2004	797507	1541893			MAX GOLDFARB	313.71
63373	C	500.00	05/10/2004	805334	1558609			FORMOSO-MORIAS, P.A.	300.92
63459	C	500.00	06/15/2004	809027	1563358			TODD A. FODMAN, ESQ.	500.00
63538	C	500.00	07/15/2004	811957	1570660			GARY A. DUMAS	282.36
63631	C	500.00	08/18/2004	815607	1577222			ROSENFIELD & STEIN	483.72
63691	C	500.00	09/09/2004	817365	1580881			DAVID HARRIS SINGER	285.44
63704	C	500.00	09/14/2004	817691	1581703			TED LEVINE	500.00
63886	C	500.00	11/09/2004	823473	1592916			VLADINI & PALMER, P.A.	500.00
64054	C	500.00	01/11/2005	829017	1603445			MANUEL ARTHUR MESA, P.A.	290.12
64118	C	500.00	02/01/2005	830991	1606990			FRANKLIN & CRISWOLD	268.72
64162	C	500.00	02/11/2005	832077	1590857			HIDAY & RICE, P.A.	500.00
64215	C	500.00	03/01/2005	833827	1612483			ISSAC JAROSWICZ	286.72
64220	C	500.00	03/03/2005	834162	1613026			STUART R. KALE, TRUSTEE	500.00
64310	C	500.00	04/06/2005	837135	1604146			DERY RUNT	286.72
64473	C	2,400.00	05/31/2005	841899	1619632			SAFURSTEIN & BLOCH	2,400.00
64977	C	500.00	11/03/2005	856656	1655416			JOSE FERRER	500.00
64987	P	4,500.00	11/16/2005	857939	1634606	324-2857		FRIEDMAN & GREENBERG, P.A.	100.00
64968	C	500.00	12/06/2005	859836	1661304			ANDREU & PALMA	500.00
65042	C	500.00	12/30/2005	862462	1665856			R. SCOTT CIDOLA	500.00
65091	C	500.00	01/17/2006	863771	1668021			RICHARD S. COHEN, ESQ.	500.00
65168	C	500.00	02/06/2006	865338	1671833			ROGER C. HIRD, ESQ.	263.24
65502	C	500.00	05/04/2006	874240	1687061			PAUL MORALIS, ESQ.	500.00
65547	C	500.00	05/10/2006	875006	1688376			ROBERT C WALAND, ESQ.	233.08
65549	C	500.00	05/19/2006	875833	1689937			IRA S SILVER, P.A.	500.00
65708	C	500.00	05/23/2006	876060	1690455			MICHAEL ROSE, P.A.	270.24
65952	C	2,000.00	07/14/2006	880663	1681254			MAX GOLDFARB	366.12
66049	C	500.00	10/12/2006	889491	1713799			ANDREW HALL, ESQ.	2,000.00
66149	C	500.00	11/08/2006	892311	1718655			RICHARD J. STONE, ESQ.	216.28
66185	C	1,130.00	12/11/2006	895195	1723673			WILLIAM INGRAMAM	1,130.00
66280	C	500.00	12/20/2006	896259	1725449			NEIL BERMAN	500.00
66396	C	500.00	01/19/2007	898902	1729674			SPECHMAN & ASSOC.	220.30
66396	C	520.00	02/22/2007	902416	1057795/01			FRIEDMAN & GREENBERG, P.A.	520.00

*\* To be generated using money types "Deposit" and "Overline"*

PROGRAM: CFB8502  
 JOB NAME: J567500  
 STEP NAME: S5675001

METRO-DADE POLICE DEPARTMENT  
 CIVIL PROCESS BUREAU  
 OPEN CASH RECEIPT REPORT

PAGE: 13  
 RUN DATE: 06/29/2012  
 REPORT: CFB8PT-23

CASH ACCT RCPT TYPE	ORIGINAL AMOUNT	RECEIVED DATE	TRAN ID	SERVICE NUMBER	BOOK-PAGE	SALE DATE	M A I L T O N A M E	ACCOUNT BALANCE
75468 0	1,080.00	06/28/2012	1111643	2092047			THE KURZIN GROUP, LLC	1,080.00
75469 0	187.00	06/28/2012	1111644	2092048			ADAM B MARKS, ESQ.	187.00
75470 C	3,500.00	06/28/2012	1111653	2092069			JOE M GRANT, ESQ.	3,500.00
75471 0	1,290.00	06/28/2012	1111653	2092069			JOE M GRANT, ESQ.	1,290.00
75472 C	992.88	06/29/2012	1111655	2083785			MAX A. GOLDFARB	992.88
75473 C	500.00	06/29/2012	1111759	2083785			MAX A. GOLDFARB	500.00
75474 0	1,290.00	06/29/2012	1111759	2083785			MAX A. GOLDFARB	1,290.00
75475 0	187.00	06/29/2012	1111766	2092248			KAHANE & ASSOCIATES, P.A.	187.00
75476 0	187.00	06/29/2012	1111767	2092249			KAHANE & ASSOCIATES, P.A.	187.00
75477 0	187.00	06/29/2012	1111768	2092250			JOYCE GOODMAN-GUENTHER, P.A.	187.00
75478 0	1,080.00	06/29/2012	1111775	2092261			JUAN TORRES	1,080.00
75479 C	5,410.00	06/29/2012	1111776	2092262			PIEDRA & ASSOCIATES, P.A.	5,410.00
75480 0	1,890.00	06/29/2012	1111776	2092262			PIEDRA & ASSOCIATES, P.A.	1,890.00
75481 0	1,080.00	06/29/2012	1111782	2092268			COX CASITAS LLC	1,080.00

TOTAL OPEN CASH RECEIPTS \$ 361,076.52

NUMBER OF ACCOUNTS: 614

# ATTACHMENT 04

## WRIT TYPES

- B-01 Civil Action Summons
- B-02 Residential Eviction Summons
- B-03 Summons/Notice to Appear for Pretrial
- B-04 Subpoena
- B-05 Notice of Application for Tax Deed
- B-06 Writ of Replevin
- B-07 Prejudgment Writ of Attachment
- B-08 Distress Writ
- B-09 Writ of Assistance

<input type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA <input type="checkbox"/> IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA			
DIVISION <input type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	<b>CIVIL ACTION SUMMONS</b> Personal Service on a Natural Person		CASE NUMBER
PLAINTIFF(S)		VS. DEFENDANT(S)	CLOCK IN
To Defendant(s):		Address:	
<b>IMPORTANT</b>			
A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).			
If you choose to file a written response yourself, at the same time you file your written response with the Clerk of the Court, you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. The central location of the Clerk's office is at the Dade County Courthouse. The address for the courthouse, and branch court locations are listed below for your convenience:			
Dade County Courthouse Clerk of Courts Room 133 73 West Flagler Street Miami, Fl 33130	Joseph Caleb Center(20) Room 205 5400 NW 22 Avenue Miami, Fl 33142	North Dade Justice Ctr (23) Room 100 15555 Biscayne Blvd. No Miami Bch, Fl 33160	SERVICE
Miami Beach District (24) Room 224 1130 Washington Avenue Miami Beach, Fl 33139	Coral Gables District (25) Room 100 3100 Ponce de Leon Blvd. Coral Gables, Fl 33134	South Dade Justice Ctr (26) Room 1200 10710 SW 211 Street Miami, Fl 33189	
Plaintiff/Plaintiff's Attorney		Address:	
Florida Bar No.			
TO EACH SHERIFF OF THE STATE OF FLORIDA: You are commanded to serve this Summons and a copy of the Complaint of this on the above named defendant.			
HARVEY RUVIN CLERK OF COURTS	BY: _____ DEPUTY CLERK		DATE
AMERICANS WITH DISABILITIES ACT OF 1990 IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE DADE COUNTY COURT'S ADA COORDINATOR AT 73 WEST FLAGLER STREET, ROOM 1600, MIAMI, FLORIDA 33130, TELEPHONE NUMBERS (305) 375-2006 FOR VOICE, (305) 375-2007 FOR TDD AND (305) 350-6205 FOR FAX, WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS DOCUMENT. TDD USERS MAY ALSO CALL 1-800-955-8771, FOR THE FLORIDA RELAY SERVICE.			

B-01

IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA.								
DIVISION <input type="checkbox"/> CIVIL	RESIDENTIAL EVICTION SUMMONS	CASE NUMBER						
PLAINTIFF(S)	VS. DEFENDANT(S)	SERVICE						
TO DEFENDANT(S)	ADDRESS							
PLEASE READ CAREFULLY You are being sued by _____ to require you to move out of the place where you are living for the reason(s) given in the attached complaint.  You are entitled to a trial to determine whether you can be required to move, but you MUST do ALL of the things listed below. You must do them within FIVE (5) days (not including Saturday, Sunday, or any legal holiday) after the date these papers were given to you or to a person who lives with you or were posted at your home.  THE THINGS YOU MUST DO ARE AS FOLLOWS: (1) Write down the reasons why you think you should not be forced to move. The written reason(s) must be given to the clerk of the court at the court location <input checked="" type="checkbox"/> checked below: <div style="text-align: center;">                     DADE COUNTY COURT LOCATIONS                 </div> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Dade County Courthouse (05)                      Room 133                      73 West Flagler Street                      Miami, Florida 33130                 </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Joseph Caleb Center (20)                      Room 205                      5400 NW 22 Avenue                      Miami, Florida 33142                 </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> North Dade Justice Center (23)                      Room 100                      15555 Biscayne Blvd.                      North Miami Beach, Florida 33160                 </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Miami Beach District Court (24)                      Room 224                      1130 Washington Avenue                      Miami Beach, Florida 33139                 </td> <td style="vertical-align: top;"> <input type="checkbox"/> Coral Gables District Court (25)                      Room 100                      3100 Ponce De Leon Blvd.                      Coral Gables, Florida 33134                 </td> <td style="vertical-align: top;"> <input type="checkbox"/> South Dade Justice Center (26)                      Room 1200                      10710 SW 211 Street                      Miami, Florida 33189                 </td> </tr> </table> (2) Mail or give a copy of your written reason(s) to: Plaintiff/Plaintiff's Attorney _____ Address _____			<input type="checkbox"/> Dade County Courthouse (05) Room 133 73 West Flagler Street Miami, Florida 33130	<input type="checkbox"/> Joseph Caleb Center (20) Room 205 5400 NW 22 Avenue Miami, Florida 33142	<input type="checkbox"/> North Dade Justice Center (23) Room 100 15555 Biscayne Blvd. North Miami Beach, Florida 33160	<input type="checkbox"/> Miami Beach District Court (24) Room 224 1130 Washington Avenue Miami Beach, Florida 33139	<input type="checkbox"/> Coral Gables District Court (25) Room 100 3100 Ponce De Leon Blvd. Coral Gables, Florida 33134	<input type="checkbox"/> South Dade Justice Center (26) Room 1200 10710 SW 211 Street Miami, Florida 33189
<input type="checkbox"/> Dade County Courthouse (05) Room 133 73 West Flagler Street Miami, Florida 33130	<input type="checkbox"/> Joseph Caleb Center (20) Room 205 5400 NW 22 Avenue Miami, Florida 33142	<input type="checkbox"/> North Dade Justice Center (23) Room 100 15555 Biscayne Blvd. North Miami Beach, Florida 33160						
<input type="checkbox"/> Miami Beach District Court (24) Room 224 1130 Washington Avenue Miami Beach, Florida 33139	<input type="checkbox"/> Coral Gables District Court (25) Room 100 3100 Ponce De Leon Blvd. Coral Gables, Florida 33134	<input type="checkbox"/> South Dade Justice Center (26) Room 1200 10710 SW 211 Street Miami, Florida 33189						
(3) Pay to the clerk of the court the amount of rent that the attached complaint claims to be due and any rent that becomes due until the lawsuit is over. If you believe that the amount claimed in the complaint is incorrect, you should file with the clerk of the court a motion to have the court determine the amount to be paid. If you file a motion, you must attach to the motion any documents supporting your position and mail or give a copy of the motion to the plaintiff/plaintiff's attorney.  (4) If you file a motion to have the court determine the amount of rent to be paid to the clerk of the court, you must immediately contact the office of the judge to whom the case is assigned to schedule a hearing to decide what amount should be paid to the clerk of the court while the lawsuit is pending.  IF YOU DO NOT DO ALL OF THE THINGS SPECIFIED ABOVE WITHIN 5 WORKING DAYS AFTER THE DATE THAT THESE PAPERS WERE GIVEN TO YOU OR TO A PERSON WHO LIVES WITH YOU OR WERE POSTED AT YOUR HOME, YOU MAY BE EVICTED WITHOUT A HEARING OR FURTHER NOTICE.  (5) If the attached complaint also contains a claim for money damages (such as unpaid rent), you must respond to that claim separately. You must write down the reasons why you believe that you do not owe the money claimed. The written reasons must be given to the clerk of the court at the address specified in paragraph (1) above, and you must mail or give a copy of your written reasons to the plaintiff/plaintiff's attorney at the address specified in paragraph (2) above. This must be done within 20 days after the date these papers were given to you or to a person who lives with you or were posted at your home. This obligation is separate from the requirement of answering the claim for eviction within 5 working days after these papers were given to you or to a person who lives with you or were posted at your home.  THE STATE OF FLORIDA: To Each Sheriff Of The State: You are commanded to serve this summons and a copy of the complaint in this lawsuit on the above-named defendant(s). DATED ON _____, 19____.								
COPY OF THE COMPLAINT AND SUMMONS WAS  MAILED ON _____  BY : _____		HARVEY RUVIN Clerk Of The County Court  BY : _____ AS DEPUTY CLERK						
AMERICANS WITH DISABILITIES ACT OF 1990 IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE DADE COUNTY COURT'S ADA COORDINATOR AT 73 WEST FLAGLER STREET, ROOM 1600, MIAMI, FLORIDA, 33130, TELEPHONE NUMBERS (305) 375-2006 FOR VOICE, (305) 375-2007 FOR TDD AND (305) 350-6205 FOR FAX, WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS DOCUMENT. TDD USERS MAY ALSO CALL 1-800-955-8771, FOR THE FLORIDA RELAY SERVICE.								

CLOCK IN

IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA		
DIVISION <input type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	<b>SUMMONS/NOTICE TO APPEAR FOR PRETRIAL CONFERENCE</b> (File in Quadruplicate)	CASE NUMBER  SP05 SECTION NO.  SERVICE
PLAINTIFF(S)  _____ _____ _____	VS. DEFENDANT(S)  _____ _____ _____	
DEFENDANT(S) TO BE SERVED AT:  _____ _____ _____ _____ STATE OF FLORIDA		CLOCK IN
<p><b>NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)</b></p> <p>YOU ARE HEREBY NOTIFIED to appear in person or by attorney at:                  73 West Flagler St., Miami, Florida, Sixth Floor, Courtroom 6-4 on _____, 20_____,                  at _____M., for a pretrial conference before a Judge of this Court. Section # _____.</p> <p style="text-align: center;"><b>IMPORTANT - READ CAREFULLY</b></p> <p style="text-align: center;"><b>THE CASE WILL NOT BE TRIED AT THAT TIME/DO NOT BRING WITNESS</b></p> <p style="text-align: center;"><b>APPEAR IN PERSON OR BY ATTORNEY</b></p> <p>The defendant(s) must appear in court on the date specified in order to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff(s) or the defendant(s) shall not excuse the personal appearance of a party or its attorney in the PRETRIAL CONFERENCE. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.</p> <p>The purpose of the pretrial conference is to record your appearance, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.</p> <p>If you admit the claim, but desire additional time to pay, you must come and state the circumstances to the court. The court may or may not approve a payment plan and withhold judgment or execution or levy.</p>		

RIGHT TO VENUE. THE LAW GIVES THE PERSON OR COMPANY WHO HAS SUED YOU THE RIGHT TO FILE SUIT IN ANY ONE OF SEVERAL PLACES AS LISTED BELOW. HOWEVER, IF YOU HAVE BEEN SUED IN ANY PLACE OTHER THAN ONE OF THESE PLACES, YOU, AS THE DEFENDANT, HAVE THE RIGHT TO REQUEST THAT THE CASE BE MOVED TO A PROPER LOCATION OR VENUE. A PROPER LOCATION OR VENUE MAY BE ONE OF THE FOLLOWING:

1. WHERE THE CONTRACT WAS ENTERED INTO;
2. IF THE SUIT IS ON UNSECURED PROMISSORY NOTE, WHERE THE NOTE IS SIGNED OR WHERE THE MAKER RESIDES
3. IF THE SUIT IS TO RECOVER PROPERTY OR TO FORECLOSE A LIEN, WHERE THE PROPERTY IS LOCATED;
4. WHERE THE EVENT GIVING RISE TO THE SUIT OCCURRED;
5. WHERE ANY ONE OR MORE OF THE DEFENDANTS SUED RESIDE;
6. ANY LOCATION AGREED TO IN A CONTRACT.
7. IN ANY ACTION FOR MONEY DUE, IF THERE IS NO AGREEMENT AS TO WHERE SUIT MAY BE FILED, WHERE PAYMENT IS TO BE MADE.

IF YOU, AS THE DEFENDANT(S) BELIEVE THE PLAINTIFF(S) HAS/HAVE NOT SUED IN ONE OF THESE CORRECT PLACES, YOU MUST APPEAR ON YOUR COURT DATE AND ORALLY REQUEST A TRANSFER OR YOU MUST FILE A WRITTEN REQUEST FOR TRANSFER, IN AFFIDAVIT FORM (SWORN TO UNDER OATH) WITH THE COURT 7 DAYS PRIOR TO YOUR FIRST COURT DATE AND SEND A COPY TO THE PLAINTIFF(S) ATTORNEY, IF ANY. A COPY OF THE STATEMENT OF CLAIM SHALL BE SERVED WITH THIS SUMMONS.

HARVEY RUVIN CLERK OF COURTS	BY: _____ DEPUTY CLERK	DATE
COPY <input type="checkbox"/> Mailed <input type="checkbox"/> Hand-Delivered TO <input type="checkbox"/> Plaintiff <input type="checkbox"/> Attorney <input type="checkbox"/> Sheriff <input type="checkbox"/> Process Server	COURT SEAL	
FILED BY:		
ADDRESS:		
TELEPHONE:		
<b>AMERICANS WITH DISABILITIES ACT OF 1990</b> IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE DADE COUNTY COURT'S ADA COORDINATOR AT 73 WEST FLAGLER STREET, ROOM 1600, MIAMI, FLORIDA, 33130, TELEPHONE NUMBERS (305) 349-7175 FOR VOICE, (305) 349-7174 FOR TDD AND (305) 349-7011 FOR FAX, WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS DOCUMENT. TDD USERS MAY ALSO CALL 1-800-955-8771, FOR THE FLORIDA RELAY SERVICE.		

<input type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA. <input type="checkbox"/> IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA.		
DIVISION <input type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	SUBPOENA	CASE NUMBER
PLAINTIFF(S)	VS. DEFENDANT(S)	CLOCK IN

TO: \_\_\_\_\_

YOU ARE COMMANDED to appear before Judge \_\_\_\_\_ of said Court at \_\_\_\_\_ in \_\_\_\_\_ Florida, on \_\_\_\_\_, at \_\_\_\_\_ m. to testify in the above-styled cause.

If you fail to appear, you may be in contempt of Court.

Unless you are excused by the attorney(s) whose name(s) appear on this subpoena, or the Court, you shall respond to this subpoena as directed.

HARVEY RUVIN CLERK OF COURTS	BY: _____  DEPUTY CLERK OF THE COUNTY COURT MIAMI-DADE COUNTY, FLORIDA	DATE
---------------------------------	---	------

Attorney for: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(COURT SEAL)

**AMERICANS WITH DISABILITIES ACT OF 1990**

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator at 375-5775 no later than seven days prior to the proceedings. If hearing impaired, (TDD) 1-800-955-8771 or 1-800-955-8770 (V), via Florida Relay Service.

NOTICE OF APPLICATION  
FOR TAX DEED  
Pursuant to F.S. Chapter 197

FILE NO. 12-283  
TC-83361

71 STREET INVESTMENTS LLC  
7140 NW MIAMI CT, STE 3  
MIAMI, FL 33150

NOTICE IS HEREBY GIVEN that ARIEL FUNDING, LLC, holder  
of Certificate number 07-70411 issued June 01, 2008, has filed said  
certificate and has made application for a tax deed to be issued on the  
property in Miami-Dade County, Florida, described as:

FOLIO NUMBER: 01-3112-068-0360  
HILLSIDE TERR PB 7-14 LOT 22 BLK 2 LOT SIZE 8335 SQ  
ARE FEET OR 21177-2862 0303 6 (3) OR 21177-2862 0303  
03

This deed will be issued subject to governmental taxes and liens.  
The assessment of said property was in the name(s) of:  
71 STREET INVESTMENTS LLC

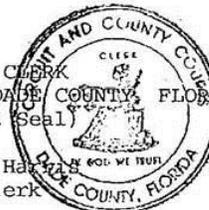
Unless such certificate shall be redeemed according to law the property  
will be sold to the highest bidder for cash at 140 W. Flagler St. , Room 908  
in Miami, Miami-Dade County, Florida on July 17, 2012 at 9:00 A.M.

Dated June 12, 2012

HARVEY RUVIN, CLERK  
CIRCUIT COURT, MIAMI-DADE COUNTY, FLORIDA  
(Circuit Court Seal)

By: Tonia F. Harvey  
Deputy Clerk

Publish: 06/14,21,28 07/05



SHERIFF: SERVE AS SPECIFIED IN CHAPTER 43;  
IF UNABLE TO SERVE, POST

WARNING !

THERE ARE UNPAID TAXES ON THE PROPERTY WHICH YOU OWN OR IN WHICH  
YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC  
AUCTION ON July 17, 2012 UNLESS THE BACK TAXES  
ARE PAID. TO RECEIVE FURTHER INFORMATION ABOUT THE AMOUNT DUE,  
CONTACT THE TAX COLLECTORS OFFICE AT 140 WEST FLAGLER STREET,  
1ST FLOOR, MIAMI, FLORIDA 33130, TELEPHONE (305) 270-4916.

PAY BY CASHIER'S CHECK, BANK DRAFT, OR MONEY ORDER. DO NOT SEND  
CASH. MAKE PAYMENT TO: TAX COLLECTOR  
140 WEST FLAGLER STREET, 1ST FLOOR  
MIAMI, FL 33130 (270-4916)

TD/TDRPT04 Rev. 02/12

RECEIVED  
6/14/12  
750  
BY W. Gray

B-05

IN THE COUNTY COURT, IN  
AND FOR MIAMI-DADE  
COUNTY, FLORIDA

PLAINTIFF,

CASE NO.:

vs.

DEFENDANTS,

\_\_\_\_\_ /

WRIT OF REPLEVIN

THE STATE OF FLORIDA:  
To Each Sheriff of the State:

YOU ARE COMMANDED to replevy the goods and chattels in possession of the defendant, \_\_\_\_\_, described as follows:

Vin #

and to dispose of it according to law. That according to Statute 78.068 (4) and (6), the defendant may obtain release of the property seized under a prejudgment writ of replevin by posting bond within 5 days after serving the writ in the amount of one and one-fourth the amount due and owing on the agreement for the satisfaction of any judgment which may be rendered against him. The defendant, by contradictory motion file with the court within 10 days after service of the writ, may obtain the dissolution of a prejudgment writ of replevin unless the petitioner proves the grounds upon which the writ was issued. The court shall set down such motion for an immediate hearing. This motion shall be in lieu of the provision of subsection (4).

DATED on \_\_\_\_\_, 2001.

As Clerk of the Court

By: \_\_\_\_\_  
As Deputy Clerk

FILED BY:

*B-06*

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

U.S. CENTURY BANK,

CASE NO. 10-50826 CA 27

Plaintiff,

v.

THE SAIL, L.L.C.; RENZI BUILDING,  
INC.; RENZO RENZI; PASQUALE  
RENZI; AMADA HOLDINGS, INC.; et.  
al.;

Defendants.

**PREJUDGMENT WRIT OF ATTACHMENT**

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to FORTHWITH attach and take into custody much of the lands, tenements, goods and chattels of Defendant, THE SAIL, L.L.C., as is sufficient to satisfy the sum of approximately Three Million and 00/100 (\$3,000,000.00) Dollars, and/or the following described parcels of real property:

Unit 2707 of THE SAIL, a condominium, according to the Declaration of Condominium thereof, as recorded on December 18, 2006, in Official Records Book 25201, at Page 0844, of the Public Records of Miami-Dade County, Florida, together with all appurtenances thereto including the rights to use the parking space appurtenant thereto.

Physical Address: **170 S.E. 14<sup>th</sup> Street, Unit 2707  
Coconut Grove, Florida 33133**

and

Unit 2803 of THE SAIL, a condominium, according to the Declaration of Condominium thereof, as recorded on December 18, 2006, in Official Records Book 25201, at Page 0844, of the Public Records of Miami-Dade County, Florida, together with all

*B-07a*

Prejudgment Writ of Attachment  
Case No.: 10-50826 CA 27

appurtenances thereto including the rights to use the parking space  
appurtenant thereto.

Physical Address: **170 S.E. 14<sup>th</sup> Street, Unit 2803**  
**Coconut Grove, Florida 33133**

or any other real or personal property owned and/or held by THE SAIL, L.L.C. that is within the  
jurisdiction of this Court.

**DONE AND ORDERED** at Miami, Miami-Dade County, Florida, on this 23<sup>rd</sup> day of  
July, 2012.

JUL 24 2012

BEATRIZ BLANCO

CLERK OF COURT

Copy furnished to:  
Alette D. Rodz, Esq.

IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA CIVIL DIVISION

JOHN CHARMAN  
Plaintiff

84 21370 SP 05

vs  
MIGUEL PEREZ

DISTRESS WRIT

Defendant

THE STATE OF FLORIDA

TO ALL AND SINGULAR THE SHERIFFS OF THE STATE:

YOU ARE COMMANDED to execute this writ by service on the defendant:

Miguel Perez  
Dockspace #7  
2290 N. W. North River Drive  
Miami, Florida,

~~and by this writ you are to enjoin the defendant from damaging,~~  
disposing of, secreting, or otherwise removing any property liable to distress as such property is found by you and inventoried in your service return; and,

This distress writ shall remain in force from the time of service by you on the defendant until you thereafter levy on the distrained property, or until this distress writ is vacated, or until as the court may otherwise order.

A violation of the command of this writ by the defendant, Miguel Perez, may be punished as a contempt of the court.

ORDERED at Miami, Florida, on November 29, 1984.

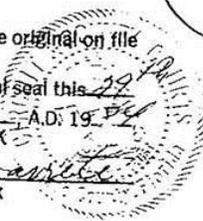
*James Di Ramirato*  
COUNTY COURT JUDGE

STATE OF FLORIDA  
COUNTY OF DADE

This copy is a true copy of the original on file in this office.

WITNESS my hand and official seal this 29 day of November, A.D. 1984  
RICHARD P. BRINKER, CLERK

By *Richard P. Brinker*  
Deputy Clerk



NO DEPOSIT

B-08

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

MIAMI RIVER ACQUISITION, LLC,

Plaintiff,

vs.

MIAMI RIVER DEVELOPMENT, LLC.,

Defendant.

GENERAL JURISDICTION DIVISION

CASE NO. 03-07700 CA.01

FILED FOR RECORD  
03 APR 11 PM 3:45  
CLERK OF CIRCUIT COURT  
MIAMI-DADE COUNTY, FLA.  
CIVIL #96

**WRIT OF ASSISTANCE**

TO THE ALL AND SINGULAR SHERIFFS OF THIS STATE:

An Order Appointing Receiver was entered by this Court on April 9, 2003 appointing Alan L. Postman as the Receiver for MIAMI RIVER DEVELOPMENT, LLC., with its principal office located at 2051 NW 11<sup>th</sup> Street, Miami, Florida. Said order sets forth specific duties of the Receiver, in order to avoid any possible breach of the peace and interference with the Court's Order:



**YOU ARE HEREBY COMMANDED** to lend assistance to the Receiver, to the extent that the Receiver deems it necessary in order to carry out his duties as set forth in the Order Appointing Receiver. Any person(s) deemed to be interfering with the duties of the Receiver shall be removed from the property or taken into custody and brought before the Court.

You are hereby empowered to open or cause to be opened utilizing, the services of a licensed locksmith any doors, or enclosures which the Receiver determines may contain property of the Receivership.

You are further ordered and directed that upon receipt of written instructions for levy from the Receiver, you shall immediately levy upon and sequester any property therein described pending further order of this Court. Any costs required by the Sheriff shall be advanced by the Plaintiff subject to taxation by the Court.

The powers set forth in this Writ shall extend throughout the County.

**DONE & ORDERED** in Chambers at Miami, Miami-Dade County, Florida, this 11 day of April, 2003.

*Peter R. Lopez*  
CIRCUIT COURT JUDGE

PETER R. LOPEZ  
CIRCUIT COURT JUDGE

Copies furnished:  
Miami-Dade County Sheriff  
Alan L. Postman, Esq.  
Michael I. Rose, Esq.

STATE OF FLORIDA  
COUNTY OF DADE  
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office.  
APR 11 2003  
HARVEY RUVIN, Clerk of Circuit and County Courts  
Deputy Clerk *Michael Rupa*

# **ATTACHMENT 05**

## **USPS ADDRESS STANDARD**

**MINIMUM MIAMI-DADE COUNTY – USPS ADDRESS STANDARDS**

An address has the following components; house number, pre-direction, street name (number), street type, post-direction, unit designators, city, state and zip code. When formatting addresses into a database the address field should contain the house number, pre-direction, street name (number), street type and post-direction components. All other components should be contained within their own field. Zip code should be separated from the zip+4 designation. For the purposes of this document we will parse the address from left to right. This document describes the address standards for all components of an address.

**1. House Number**

23456 SW 159<sup>th</sup> Ct

The first component of an address is the house number. The house number is from one to five numeric digits.

**2. Pre-directional**

345 NW 72<sup>nd</sup> Ave

The second component is the pre-directional. Abbreviate according to the appropriate one or two character abbreviation:

<i>Direction</i>	<i>Abb.</i>	<i>Direction</i>	<i>Abb.</i>
North	N	Northeast	NE
South	S	Northwest	NW
East	E	Southeast	SE
West	W	Southwest	SW

**3. Street Name**

5680 SW 87<sup>th</sup> Ave

The third component is the street name. Numeric street names, should be written using numeric characters and with the appropriate endings, for example, 7<sup>th</sup>, 72<sup>nd</sup>, 56<sup>th</sup>, 3<sup>rd</sup>. If a street name contains a direction it should be spelled out. The following are standardized examples of county, state, and local highways per Subsection B below.

- Name*
- COUNTY ROAD 20
- COUNTY HIGHWAY 140
- HIGHWAY 50
- INTERSTATE 680
- ROAD 123
- STATE HIGHWAY 335
- STATE ROUTE 39
- US HIGHWAY 70
- TOWNSHIP ROAD 20

**4. Street Types**

43789 NW 77<sup>th</sup> Cir

The fourth component is the street type. The street type of the address should conform to the standard street type abbreviations listed in Subsection A below.

43789 NW 77<sup>th</sup> Circle PI

If an address has two consecutive words that appear on the street type table per Subsection A below, abbreviate the second of the two words according to the street type table and place it in the street type position of the address. The first of the two words is part of the primary name. Spell it out and add it to the street name.

**5. Post-directional**

13700 Kendale Lakes Cr **E**

The fifth component is the post-directional. See item 2. pre-directional for standardization.

**6. Unit Designators**

5576 S Miami Ave **Apt 13**

The sixth component is the unit designator. Unit designators, such as APARTMENT or SUITE should not be included in the address field of a database. The unit designation should conform to the standard abbreviations listed in Subsection C below. The pound sign (#) should not be used as a secondary unit designator if the correct designation, such as APT or STE, is known.

**7. City Names**

The seventh component is the city name. Spell city names in their entirety.

**8. State Names**

The eight component of an address is the state name. The state name should be abbreviated to the standard two-letter abbreviation as listed in Subsection D below.

**9. Zip code**

The ninth component of an address is the zip code. The zip code or zip+4 must be correctly applied according to the USPS postal service. The primary zip code should be stored separately from the zip +4.

**A. Street Type Abbreviations**

<u>Postal Service Primary Street Type Name</u>	<u>Standard Street Type Abbreviation</u>	<u>Postal Service Primary Street Type Name</u>	<u>Standard Street Type Abbreviation</u>	<u>Postal Service Primary Street Type Name</u>	<u>Standard Street Type Abbreviation</u>
ALLEY	ALY	BRIDGE	BRG	CIRCLE	CIR
ANNEX	ANX	BROOK	BRK	CIRCLES	CIRS
ARCADE	ARC	BROOKS	BRKS	CLIFF	CLF
AVENUE	AVE	BURG	BG	CLIFFS	CLFS
BAYOU	BYU	BURGS	BGS	CLUB	CLB
BEACH	BCH	BYPASS	BYP	COMMON	CMN
BEND	BND	CAMP	CP	COMMONS	CMNS
BLUFF	BLF	CANYON	CYN	CONCOURSE	CONC
BLUFFS	BLFS	CAPE	CPE	CORNER	COR
BOTTOM	BTM	CAUSEWAY	CSWY	CORNERS	CORS
BOULEVARD	BLVD	CENTER	CTR	COURSE	CRSE
BRANCH	BR	CENTERS	CTRS	COURT	CT

Postal Service Primary Street Type Name	Standard Street Type Abbreviation	Postal Service Primary Street Type Name	Standard Street Type Abbreviation	Postal Service Primary Street Type Name	Standard Street Type Abbreviation
COURTS	CTS	JUNCTION	JCT	RAPID	RPD
COVE	CV	JUNCTIONS	JCTS	RAPIDS	RPDS
COVES	CVS	KEY	KY	REST	RST
CREEK	CRK	KEYS	KYS	RIDGE	RDG
CRESCENT	CRES	KNOLL	KNL	RIDGES	RDGS
CREST	CRST	KNOLLS	KNLS	RIVER	RIV
CROSSING	XING	LAKE	LK	ROAD	RD
CROSSROAD	XRD	LAKES	LKS	ROADS	RDS
CROSSROADS	XRDS	LAND	LAND	ROUTE	RTE
CURVE	CURV	LANDING	LNDG	ROW	ROW
DALE	DL	LANE	LN	RUE	RUE
DAM	DM	LIGHT	LGT	RUN	RUN
DIVIDE	DV	LIGHTS	LGTS	SHOAL	SHL
DRIVE	DR	LOAF	LF	SHOALS	SHLS
DRIVES	DRS	LOCK	LCK	SHORE	SHR
ESTATE	EST	LOCKS	LCKS	SHORES	SHRS
ESTATES	ESTS	LODGE	LDG	SKYWAY	SKWY
EXPRESSWAY	EXPY	LOOP	LOOP	SPRING	SPG
EXTENSION	EXT	MALL	MALL	SPRINGS	SPGS
EXTENSIONS	EXTS	MANOR	MNR	SPUR	SPUR
FALL	FALL	MANORS	MNRS	SPURS	SPUR
FALLS	FL	MEADOW	MDW	SQUARE	SQ
FERRY	FRY	MEADOWS	MDWS	SQUARES	SQS
FIELD	FLD	MEWS	MEWS	STATION	STA
FIELDS	FLDS	MILL	ML	STRAVENUE	STRA
FLAT	FLT	MILLS	MLS	STREAM	STRM
FLATS	FLTS	MISSION	MSN	STREET	ST
FORD	FRD	MOTORWAY	MTWY	STREETS	STS
FORDS	FRDS	MOUNT	MT	SUMMIT	SMT
FOREST	FRST	MOUNTAIN	MTN	TERRACE	TER
FORGE	FRG	MOUNTAINS	MTNS	THROUGHWAY	TRWY
FORGES	FRGS	NECK	NCK	TRACE	TRCE
FORK	FRK	ORCHARD	ORCH	TRACK	TRAK
FORKS	FRKS	OVAL	OVAL	TRAFFICWAY	TRFY
FORT	FT	OVERPASS	OPAS	TRAIL	TRL
FREEWAY	FWY	PARK	PARK	TRAILER	TRLR
GARDEN	GDN	PARKS	PARK	TUNNEL	TUNL
GARDENS	GDNS	PARKWAY	PKWY	TURNPIKE	TPKE
GATEWAY	GTWY	PARKWAYS	PKWY	UNDERPASS	UPAS
GLEN	GLN	PASS	PASS	UNION	UN
GLENS	GLNS	PASSAGE	PSGE	UNIONS	UNS
GREEN	GRN	PATH	PATH	VALLEY	VLY
GREENS	GRNS	PIKE	PIKE	VALLEYS	VLYS
GROVE	GRV	PINE	PNE	VIADUCT	VIA
GROVES	GRVS	PINES	PNES	VIEW	VW
HARBOR	HBR	PLACE	PL	VIEWS	VWS
HARBORS	HBRs	PLAIN	PLN	VILLAGE VILL	VLG
HAVEN	HVN	PLAINS	PLNS	VILLAGES	VLGS
HEIGHTS	HTS	PLAZA	PLZ	VILLE	VL
HIGHWAY	HWY	POINT	PT	VISTA	VIS
HILL	HL	POINTS	PTS	WALK	WALK
HILLS	HLS	PORT	PRT	WALKS	WALK
HOLLOW	HOLW	PORTS	PRTS	WALL	WALL
INLET	INLT	PRAIRIE	PR	WAY	WAY
ISLAND	IS	RADIAL	RADL	WAYS	WAYS
ISLANDS	ISS	RAMP	RAMP	WELL	WL
ISLE	ISLE	RANCH	RNCH	WELLS	WLS

**B. Address Standardization - County, State, Local Highways**

The following are examples of county, state, and local highway primary names and the recommended standardized format. These are not the only possible examples.

<u>Examples in Use</u>	<u>Standard</u>	<u>Examples in Use</u>	<u>Standard</u>
COUNTY HIGHWAY 140	COUNTY HIGHWAY 140	LOOP 410	LOOP 410
COUNTY HWY 60E	COUNTY HIGHWAY 60E	RD 5A	ROAD 5A
CNTY HWY 20	COUNTY HIGHWAY 20	ROAD 22	ROAD 22
COUNTY RD 441	COUNTY ROAD 441	RT 88	ROUTE 88
COUNTY ROAD 110	COUNTY ROAD 110	RTE 95	ROUTE 95
CR 1185	COUNTY ROAD 1185	ROUTE 1150EE	ROUTE 1150EE
CNTY RD 33	COUNTY ROAD 33	RANCH RD 620	RANCH ROAD 620
FL COUNTY RD 150	FL COUNTY ROAD 150	ST HIGHWAY 303	STATE HIGHWAY 303
FLORIDA COUNTY	FL COUNTY ROAD 555	STATE HWY 60	STATE HIGHWAY 60
ROAD 555 (excessive characters)		SR 220	STATE ROAD 220
EXPRESSWAY 55	EXPRESSWAY 55	ST RD 86	STATE ROAD 86
FARM to MARKET 1200	FM 1200	STATE ROAD 55	STATE ROAD 55
FM 187	FM 187	SR MM	STATE ROUTE MM
HWY FM 1320	FM 1320	ST RT 175	STATE ROUTE 175
HIGHWAY 101	HIGHWAY 101	STATE RTE 260	STATE ROUTE 260
HIWAY 1080A	HIGHWAY 1080A	TOWNSHIP RD 20	TOWNSHIP ROAD 20
HWY 64	HIGHWAY 64	TSR 45	TOWNSHIP ROAD 45
HWY 11 BYPASS	HIGHWAY 11 BYP	US 41 SW	US HIGHWAY 41 SW
HWY 66 FRONTAGE ROAD	HIGHWAY 66 FRONTAGE RD	US HWY 44	US HIGHWAY 44
HIGHWAY 3 BYP ROAD	HIGHWAY 3 BYPASS RD	US HIGHWAY 70	US HIGHWAY 70
I10	INTERSTATE 10	FLORIDA 440	FL HIGHWAY 440
INTERSTATE 40	INTERSTATE 40	FLORIDA HIGHWAY 189	FL HIGHWAY 189
IH280	INTERSTATE 280	FL 1207	FL HIGHWAY 1207
INTERSTATE HWY 680	INTERSTATE 680	FL HWY 75	FL HIGHWAY 75
I 55 BYPASS	INTERSTATE 55 BYP	FL ST HWY 1	FL STATE HIGHWAY 1
I 26 BYP ROAD	INTERSTATE 26 BYPASS RD	FL STATE HIGHWAY 24	FL STATE HIGHWAY 24
I 44 FRONTAGE ROAD	INTERSTATE 44 FRONTAGE RD	FLORIDA STATE HIGHWAY 625 (excessive characters)	FL STATE HIGHWAY 625

Note: When the name of a state is used as a portion of the Primary Street Name, the standard two-letter abbreviation is recommended as depicted in the previous examples. However, when the state name is the complete Primary Street Name, such as OKLAHOMA AVE, then the state name should be spelled out completely.

**C. Unit Designator Abbreviations**

<u>Description</u>	<u>Approved Abbreviation</u>	<u>Description</u>	<u>Approved Abbreviation</u>	<u>Description</u>	<u>Approved Abbreviation</u>
Apartment	APT	Key	KEY	Side	SIDE**
Basement	BSMT**	Lobby	LBBY**	Slip	SLIP
Blank,		Lot	LOT	Space	SPC
unable to determine*		Lower	LOWR**	Stop	STOP
Building	BLDG	Office	OFC**	Suite	STE
Department	DEPT	Penthouse	PH**	Trailer	TRLR
Floor	FL	Pier	PIER	Unit	UNIT
Front	FRNT**	Rear	REAR**	Upper	UPPR**
Hanger	HNGR	Room	RM		

\* Requires the pound sign (#) to be used on the mail piece.

\*\* Does not require a Secondary RANGE to follow.

**D. State Abbreviations**

<u>State/Possession</u>	<u>Abbreviation</u>	<u>State/Possession</u>	<u>Abbreviation</u>	<u>State/Possession</u>	<u>Abbreviation</u>
Alabama	AL	Kansas	KS	Northern Mariana Islands	MP
Alaska	AK	Kentucky	KY	Ohio	OH
American Samoa	AS	Louisiana	LA	Oklahoma	OK
Arizona	AZ	Maine	ME	Oregon	OR
Arkansas	AR	Marshall Islands	MH	Palau	PW
California	CA	Maryland	MD	Pennsylvania	PA
Colorado	CO	Massachusetts	MA	Puerto Rico	PR
Connecticut	CT	Michigan	MI	Rhode Island	RI
Delaware	DE	Minnesota	MN	South Carolina	SC
District of Columbia	DC	Mississippi	MS	South Dakota	SD
Federated States of Micronesia	FM	Missouri	MO	Tennessee	TN
Florida	FL	Montana	MT	Texas	TX
Georgia	GA	Nebraska	NE	Utah	UT
Guam	GU	Nevada	NV	Vermont	VT
Hawaii	HI	New Hampshire	NH	Virgin Islands	VI
Idaho	ID	New Jersey	NJ	Virginia	VA
Illinois	IL	New Mexico	NM	Washington	WA
Indiana	IN	New York	NY	West Virginia	WV
Iowa	IA	North Carolina	NC	Wisconsin	WI
		North Dakota	ND	Wyoming	WY

# **ATTACHMENT 06**

**CIVIL PROCESS BUREAU  
MAINFRAME RECORD COUNTS**

**CIVIL PROCESS BUREAU MAINFRAME APPLICATION RECORD/WRIT COUNTS**

(as of 7/24/13)

Record and/or Writ Type	Description	Date Received		Record Count	Comments
		> or = to 20 Years (01/01/1900-12/31/1992)	< 20 Years (01/01/1993 - 07/24/2013)		
ESCR	Escrow	> or = to 20 yrs		0	(CPB3514-ESCROW) <b>Oldest is # 31121 where DATE RECEIVED = 05/24/1996</b>
EXEC	Executions	> or = to 20 yrs		3,596	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts <b>(320 recs with no date)</b>
EXEC	Executions	< 20 yrs		53,222	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts
TAXW	Tax warrants	> or = to 20 yrs		414	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts <b>(326 recs with no date)</b>
TAXW	Tax warrants	< 20 yrs		268	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts
ATCH	Attachments	> or = to 20 yrs		79	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts <b>(19 recs with no date)</b>
ATCH	Attachments	< 20 yrs		172	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts
DIST	Distress writs	> or = to 20 yrs		37	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts <b>(6 recs with no date)</b>
DIST	Distress writs	< 20 yrs		35	(CPB3510-SERVDOC) Executions, tax warrants, attachments, and distress writ accts

# FORMS A2-A6

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_
(2) Department: \_\_\_\_\_
(3) Proposer's Name: \_\_\_\_\_
Address: \_\_\_\_\_ Zip: \_\_\_\_\_
Business Telephone: (\_\_\_\_) \_\_\_\_\_

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and 4 rows of blank lines for entry.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an Oath.

(Signature of person taking acknowledgement)

(Name of Acknowledger typed, printed or stamped)

(Title or Rank) (Serial Number, if any)

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

- Addendum #1, Dated \_\_\_\_\_, 201\_\_
- Addendum #2, Dated \_\_\_\_\_, 201\_\_
- Addendum #3, Dated \_\_\_\_\_, 201\_\_
- Addendum #4, Dated \_\_\_\_\_, 201\_\_
- Addendum #5, Dated \_\_\_\_\_, 201\_\_
- Addendum #6, Dated \_\_\_\_\_, 201\_\_
- Addendum #7, Dated \_\_\_\_\_, 201\_\_
- Addendum #8, Dated \_\_\_\_\_, 201\_\_
- Addendum #9, Dated \_\_\_\_\_, 201\_\_

PART II:

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Form A-4

**LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

- 1. Proposer has a valid Local Business Tax Receipt (formerly known as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

**Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)**

- 2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

**Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address \_\_\_\_\_**

- 3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County’s tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE (“full-time equivalent” employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- b) Proposer contributes to the County’s tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Proposer shall check the box if applicable and, if checking item “c”, shall provide a written statement, above, defining how Proposer meets those criteria.**

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_,  
(Date)

by \_\_\_\_\_ He/She is personally known to me or has  
(Affiant)  
presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**Form A-5**

*FAIR SUBCONTRACTING POLICIES  
(Section 2-8.8 of the Miami-Dade County Code)*

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

\_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_



# FORM B-1

**FORM B-1 - PRICE PROPOSAL SCHEDULE  
CIVIL PROCESS SOLUTION**

**INSTRUCTIONS:**

The Proposer’s price shall be submitted on this Form B-1 “Price Proposal Schedule”. Proposer is requested to fill in the applicable blanks on this form. All pricing must include **all cost elements** including but not limited to software licenses, implementation, configuration, integration, testing, training, maintenance, support, and professional support services required to meet the specifications outlined in Section 2.0 of this solicitation document.

**A. PROPOSED PRICE**

The Proposer shall state its price for providing all minimum and desired services as stated in Section 2.0 - Scope of Services.

**TOTAL PROPOSED PRICE FOR A CIVIL PROCESS SOLUTION  
FOR THE INITIAL FIVE (5) YEAR TERM:**

\$ \_\_\_\_\_

*Note: A payment schedule will be negotiated with the selected Proposer and based upon project milestones and deliverables (e.g., training, County’s final acceptance of deliverables, etc.)*

**B. BREAKDOWN OF PROPOSED PRICE**

The Proposer shall provide a breakdown of the “Proposed Price” stated in Section A, above, as provided for in the tables below. Items that are not applicable shall be identified as “N/A”; items that are at no charge to the County shall be identified as “N/C”.

DESCRIPTION	PRICE
Software License Fee <i>(Please provide detailed cost breakdown in Table B1)</i>	\$
Implementation Services <i>(Please provide detailed cost breakdown in Table B2)</i>	\$
Customization Services <i>(Please provide detailed cost breakdown in Table B3)</i>	\$
Software Escrow Fees <i>(Please provide detailed cost breakdown in Table B4)</i>	\$
Training Services <i>(Please provide detailed cost breakdown in Table B5)</i>	\$
Interface Development <i>(Please provide detailed cost breakdown in Table B6)</i>	\$
Data Conversion <i>(Please provide detailed cost breakdown in Table B7)</i>	\$
Miscellaneous Costs including Travel, if applicable <i>(Please provide detailed cost breakdown in Table B8)</i>	\$

DESCRIPTION	PRICE
<b>Maintenance and Technical Support Service Fees (Initial Contract Term)</b>	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Maintenance and Technical Support Service Fees Year 2	\$
Maintenance and Technical Support Service Fees Year 3	\$
Maintenance and Technical Support Service Fees Year 4	\$
Maintenance and Technical Support Service Fees Year 5	\$
<b>Total Proposed Price*</b>	<b>\$</b>

\* Note: Total Proposed Price shall be equal to the Proposed Price stated in Section A above.

TABLE B1 – PRICE BREAKDOWN FOR SOFTWARE LICENSES			
Software Product Name and Proposed Version	Unit Price	Quantity	Total (Unit Price x Quantity)
			\$
			\$
			\$
			\$
			\$
<b>Total Breakdown for Software</b>			<b>\$</b>

TABLE B2 - PRICE BREAKDOWN FOR IMPLEMENTATION SERVICES	
Description/Milestone	Price
	\$
	\$
	\$
	\$
	\$
<b>Total for Implementation Services</b>	
	<b>\$</b>

<b>TABLE B3 - PRICE BREAKDOWN FOR SOFTWARE CUSTOMIZATION SERVICES</b>	
<b>Description/Milestone</b>	<b>Price</b>
	\$
	\$
	\$
	\$
	\$
<b>Total for Software Customization Services</b>	<b>\$</b>

<b>TABLE B4 - PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES (Initial Five Year Term)</b>	
<b>Description/Milestone</b>	<b>Price</b>
Software Escrow Agreement Fees Year 1	\$
Software Escrow Agreement Fees Year 2	\$
Software Escrow Agreement Fees Year 3	\$
Software Escrow Agreement Fees Year 4	\$
Software Escrow Agreement Fees Year 5	\$
<b>Total for Software Escrow Fees</b>	<b>\$</b>

<b>TABLE B5 - PRICE BREAKDOWN FOR TRAINING SERVICES</b>	
<b>Description/Milestone</b>	<b>Price</b>
	\$
	\$
	\$
	\$
<b>Total for Training Services:</b>	<b>\$</b>

<b>TABLE B6 - PRICE BREAKDOWN FOR PROPOSED INTERFACE DEVELOPMENT SERVICES</b>	
<b>Description/Milestone</b>	<b>Price</b>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total for Proposed Interface Development Services:</b>	<b>\$</b>

<b>TABLE B7 - PRICE BREAKDOWN FOR DATA CONVERSION SERVICES</b>	
<b>Description/Milestone</b>	<b>Price</b>
	\$
	\$
	\$
	\$
<b>Total for Data Conversion Services:</b>	<b>\$</b>

<b>TABLE B8 - PRICE BREAKDOWN FOR MISCELLANEOUS COSTS (if applicable)</b>	
<b>Description/Milestone</b>	<b>Price</b>
	\$
	\$
	\$
	\$
<b>Total for Miscellaneous Costs:</b>	<b>\$</b>

**C. OPTIONAL YEARS TO RENEW (OTR)**

The Proposer shall state its price for providing all Optional Services and related services as provided for in the table below. **These prices should not be included in the Proposer’s Total Proposed Price.** Unless otherwise negotiated by County and Contractor, these rates will remain in effect for the duration of any contract issued as a result of this RFP, including any option-to-renew periods.

**C1: SOFTWARE MAINTENANCE SUPPORT SERVICES**

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
<b>OTR 1 – Maintenance, and Technical Support Service Fees (Years 6 - 10)</b>		\$
Maintenance and Technical Support Service Fees <i>Contract Year 6</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 7</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 8</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 9</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 10</i>	\$	N/A
<b>OTR 2 – Maintenance, and Technical Support Service Fees (Years 11 - 15)</b>		\$
Maintenance and Technical Support Service Fees <i>Contract Year 11</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 12</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 13</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 14</i>	\$	N/A
Maintenance and Technical Support Service Fees <i>Contract Year 15</i>	\$	N/A

**C.2 SOFTWARE ESCROW FEES**

Proposer must provide the cost to the county for depositing the Solution with a third party software escrow agent.

DESCRIPTION	ANNUAL FEE	EXTENDED TOTAL
<b>OTR 1 – Software Escrow Fees (Years 6-10)</b>		\$
Software Escrow Fees <i>Contract Year 6</i>	\$	N/A
Software Escrow Fees <i>Contract Year 7</i>	\$	N/A
Software Escrow Fees <i>Contract Year 8</i>	\$	N/A

Software Escrow Fees Contract Year 9	\$	N/A
Software Escrow Fees Contract Year 10	\$	N/A
<b>OTR 2 – Software Escrow Fees (Years 11-15)</b>		\$
Software Escrow Fees Contract Year 11	\$	N/A
Software Escrow Fees Contract Year 12	\$	N/A
Software Escrow Fees Contract Year 13	\$	N/A
Software Escrow Fees Contract Year 14	\$	N/A
Software Escrow Fees Contract Year 15	\$	N/A

**C.3 OPTIONAL PROFESSIONAL SERVICES**

Proposer must provide rates for disciplines of its personnel for any additional services requested by County which are not part of this Scope of Services, but may become necessary at a later time.

Service	Initial 5-yr Contract Term	OTR 1	OTR 2
Project Manager	\$	\$	\$
Developer	\$	\$	\$
Web Developer	\$	\$	\$
Trainer	\$	\$	\$
Solution Administrator	\$	\$	\$
Database Administrator	\$	\$	\$
On-Site Training (Per Day)	\$	\$	\$
Other (List Professional Title)	\$	\$	\$

*Note: Compensation to the selected Consultant for Optional Professional Services shall be based on the projects assigned. The selected Proposer shall use agreed upon hourly rates to calculate the not-to-exceed cost statement required for each project.*

# Draft Form of Agreement

**(This is the form of agreement the County anticipates awarding to the selected Proposer.)**

Civil Process Solution  
Contract No. RFP887

THIS AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND \_\_\_\_\_ , A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, HAVING ITS PRINCIPAL OFFICE AT \_\_\_\_\_ (HEREINAFTER REFERRED TO AS THE "CONTRACTOR"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Civil Process Solution, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.887 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Civil Process Solution for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto 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) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No.887 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors and

assigns.

- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B), 4) the Miami-Dade County's RFP No.887 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

5.1 The Agreement shall become effective on the date that is it is signed by the County or the Contractor, whichever is later and shall be for the duration of five (5) year(s). The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional five (5) year periods.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

**ARTICLE 6. GRANT OF LICENSE**

6.1 License. Contractor agrees to provide the County with licensed Software Solution and Documentation in accordance with the provisions contained within this Agreement.

6.2 Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software Solution and Documentation in accordance with the terms of this Agreement. Such

license shall not be construed to be any license to source code for any of the Solution Software

## **ARTICLE 7. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

### **(1) To the County**

- a) to the Project Manager:  
Miami-Dade Police Department  
Information Technology Services Bureau  
9105 NW 25<sup>th</sup> Street, Room 1070  
Miami, FL 33172

Attention: Jose Benrey  
Phone: (305) 471-1848  
E-mail: [jbenrey@mdpd.com](mailto:jbenrey@mdpd.com)

and,

- b) to the Contract Manager:

Miami-Dade County  
Internal Services Department  
Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

Attention: Assistant Director  
Phone: (305) 375-5548  
Fax: (305) 375-2316  
E-mail:

### **(2) To the Contractor**

Attention:  
Phone:  
Fax:  
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

## **ARTICLE 8. DELIVERY**

8.1 Delivery of the Solution shall be according to Appendix A "Scope of Services" and contingent upon final acceptance by the County.

8.2 Documentation. The Contractor shall provide electronic copies of the associated Solution Documentation as provided by the developer of the Solution to the County upon final Solution acceptance.

## **ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES**

Contractor shall provide the County with technical support and maintenance services in the manner outlined in Appendix A, "Scope of Services" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

#### **ARTICLE 10. PROTECTION OF SOFTWARE**

10.1 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

10.2 Ownership. County further acknowledges that all copies of the Software Solution in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

#### **ARTICLE 11. SOFTWARE MODIFICATIONS**

11.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested solution enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software Solution, and any and all Documentation relating to the Software and or enhancements/modification thereto.

#### **ARTICLE 12. IMPLEMENTATION SERVICES**

- a) The County shall accept or reject the Software Solution and/or Equipment within fifteen business (15) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Contractor fails to provide deliverables within the time specified or if the Software Solution and/or Equipment delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software Solution and/or Equipment or may accept any item of Software Solution and/or Equipment and reject the balance of the delivered Software Solution and/or Equipment. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software Solution and/or Equipment for such items of rejected Software Solution and/or Equipment within fifteen (15) business days of Contractor's receipt of the County's rejection notice.

- c) The Contractor shall bear the risk of loss or damage to delivered Software Solution and/or Equipment until the time the Project Manager certifies that the Solution(s) has successfully completed the Solution Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- d) Contractor agrees to install the Software Solution at the County's facilities. Contractor agrees to commence installation of the Software Solution according to the Implementation Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Implementation Schedule, so that such Software Solution is in good working order and ready for use by the dates set forth in the Schedule.
- e) Contractor agrees to do all things necessary for proper implementation of the Software Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete Software Solution installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Software Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- f) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work, including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the Solution; and (g) any additional services necessary to ensure Contractor's compliance with this Article 12.
- g) Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating solution performance.

### **ARTICLE 13. TESTS**

The Contractor shall configure and program the Solution to conform to the Scope of Services. The software and associated equipment will be subject to several tests, including a Solution Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure Solution performance, the County's Project manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
- The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet.
- The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly.
- Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties.
- Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

## **ARTICLE 14. FEES AND PAYMENT**

14.1 Fees. The County shall pay the Fees or other considerations for the Solution, and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

14.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

14.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

14.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-

Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County. Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

MDPD Fiscal Administration Bureau  
Accounts Payables Section  
9105 NW 25 Street, #3049  
Doral, FL 33172

Attn: Nicholas Santos

Phone: (305) 471-2531  
Fax: (305) 471-2996

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 15. INDEMNIFICATION AND INSURANCE**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.
- B. 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.**
- C. 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. Professional Liability Insurance in the amount of \$1,000,000 per claim.

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 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 Financial Services.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

**ARTICLE 16. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 17. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 18. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 19. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 20. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices 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 in this 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 this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 21. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 22. AUDITS**

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with

government funds. The Contractor agrees to maintain an accounting solution that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 23. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 24. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

#### **ARTICLE 25. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor 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 Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

**ARTICLE 26. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

**ARTICLE 27. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 28. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

- v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 29. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
  - i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
  - i. treat such failure as a repudiation of this Agreement; and
  - ii. 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.

- c) 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 30. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

### **ARTICLE 31. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

### **ARTICLE 32. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or

supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

### **ARTICLE 33. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

### **ARTICLE 34. SOFTWARE ESCROW**

The County requires that the Contractor maintain a software escrow account throughout the life of the Agreement to protect against failure of the Contractor to provide the agreed upon services. A copy of the Contractor's licensed software source code, and Contractor enhancements or modifications or customization or Developed Works of source code is to be kept by a trusted third party to ensure that the County will have access to the source code in the event that the Contractor is unable to support the software. The Contractor is required to maintain the most current version of the application with the escrow

agent including, but not limited to all incremental releases and upgrades as well as any software customization or Developed Works created for the County.

Solely in the event of a release event as defined under the Escrow Agreement, the Contractor grants to County, a non-exclusive, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works, for the sole purpose of continuing the benefits afforded to the County under this Agreement, including the development of patches and upgrades solely for County's internal use. County shall have a right to modify and customize the Software, or to have the Software modified and customized by third-parties.

#### **ARTICLE 35. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### **ARTICLE 36. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications

and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

### **ARTICLE 37. VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) Vendor Registration  
The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- |   |   |
|---|---|
| <p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</p>                    | <p>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> |
| <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2-8-1(d)(2) of the County Code)</p>             | <p>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the County Code)</p>                                  |
| <p>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b><br/>(Section 2-8.1.2(b) of the County Code)</p> | <p>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the County Code)</p>   |
| <p>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the County Code)</p>             | <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</p>        |
| <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</p>                    | <p>11. <b>Subcontracting Practices</b><br/>(Ordinance 97-35)</p>  |
| <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the County Code)</p>             | <p>12. <b>Subcontractor /Supplier Listing</b><br/>(Section 2-8.8 of the County Code)</p>  |
| <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b></p>  | <p>13. <b>Environmentally Acceptable Packaging</b><br/>(Resolution R-738-92)</p>  |

**14. W-9 and 8109 Forms**

(as required by the Internal Revenue Service)

**15. FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "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 the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor 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

**16. Office of the Inspector General**

(Section 2-1076 of the County Code)

**17. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

**18. Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 38. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, 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 deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**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 3-38; (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.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust 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 conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor 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 Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract 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.

### **ARTICLE 39. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 40. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 41. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or

person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

#### **ARTICLE 42. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 43. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 44. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 45. COUNTY USER ACCESS PROGRAM (UAP)****a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

**b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

**c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

**ARTICLE 46. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 47. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

#### **ARTICLE 48. FORCE MAJEURE**

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

#### **ARTICLE 49. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein set forth below.

**CONTRACTOR**

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Carlos A. Gimenez

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney