Cooper City Commission Meeting
Agenda Item Request Form

Commission Meeting/Workshop Date: **August 25, 2020**

Requesting Department: **Finance**

Subject: **Surplus Auction Services – North Miami Piggyback RFP #23-18-19**

Section:

Presentation	*Consent*	*Regular*	*Discussion*
☐	☐	☒	☐

Background and Recommendation (*attach backup material to Item Request Form*):

This is a recommendation to piggyback City of North Miami Agreement #RFP23-18-19 for Surplus Auction Services with Bidera, LLC. In accordance with Section 2.202 of the City's Code of Ordinances, the City shall dispose of its surplus personal property in accordance with procedures established by the City Manager (including through a public auction by internet or other means, trade-in, transfer to other governmental agency or to a charitable organization, or if no value, discarded), so long as the personal property has been declared surplus by a resolution of the City Commission.

Many agencies in the tri-county area contract with Bidera, LLC to sell their surplus items. Bidera provides auction services to local government agencies only. Their solution is completely turnkey and free of charge to the City. Bidera makes money off a buyer's premium only. With oversight by the City's Purchasing Division, Bidera will gather all details on each item to be auctioned, including photos, and build an online auction for Cooper City. Marketing and advertising is included. At the close of the auction, the City will receive a detailed listing of the items sold and a check for the proceeds. Items that do not sell will be donated, transferred or scrapped in accordance with the City Manager's procedures.

I recommend using Bidera, LLC on an as-needed basis for the term of the contract, April 15, 2019 through April 14, 2022, to sell all items deemed surplus by a resolution of the City Commission.

General Ledger Account Number(s) and Amount(s):

N/A

Attachments:
Contractual Services Agreement
North Miami RFP 23-18-18
North Miami Surplus Auction Agreement and Bidera Submittal

Approvals:

Finance Director _____ City Manager _____ City Clerk _____

Sherry Walker — Digitally signed by Sherry Walker DN: cn=Sherry Walker, o, ou, email=swalker@coopercityfl.org, c=US Date: 2020.08.14 12:16:04 -04'00'

Joseph Napoli — Digitally signed by Joseph Napoli DN: cn=Joseph Napoli, o=Cooper City, ou=City Manager, email=jnapoli@coopercityfl.org, c=US Date: 2020.08.14 12:49:02 -04'00'

CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

BIDERA, LLC, a limited liability company authorized to do business in the State of Florida, with a business address of **4995 NW 72 Ave, Suite #405, Miami, FL 33166** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WHEREAS, the City of North Miami, Florida issued a Request for Qualifications #23-18-19, for Surplus Auction Services; and

WHEREAS, CONTRACTOR competitively bid for these services and was awarded the contract by the City of North Miami; and

WHEREAS, pursuant to section 2-202 of the City of Cooper City Code of Ordinances, the CITY has reviewed the scope of services of the competitively bid City of North Miami Contract, and has determined that the agreement should be utilized by the CITY to provide Surplus Auction Services; and

WHEREAS, CONTRACTOR has agreed to allow the CITY to purchase therefrom; and

WHEREAS, CONTRACTOR has agreed to provide Surplus Action Services for the CITY for the same price as specified in the City of North Miami Contract; and

WHEREAS, the CITY desires to retain CONTRACTOR to provide Surplus Action Services based on the City of North Miami Contract.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

1.2 Upon execution of this Agreement, all references made to the City of North Miami Contract #23-18-19 in Exhibit "A" shall be interpreted as pertaining to the City of Cooper City, and all terms and conditions of Exhibit "A" shall be deemed as having been implemented for use within the City of Cooper City. It is understood that any reference to the City of North Miami or the City Commission of the City of North Miami, shall be read as referring to the City of Cooper City and the City Commission of the City of Cooper City.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the **Surplus Auction Services** to the City in accordance with the Scope of the Services outlined in the Article 5 of the City of North Miami Contract #23-18-19**,** attached hereto and made a part hereof as **Exhibit "A"**. CONTRACTOR agrees to do everything required by this Agreement.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **Surplus Auction Services,** as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services associated with this Agreement as identified in Exhibit "A" attached hereto and made part hereof, for an initial three (3) year period commencing on April 15, 2019 and ending April 14, 2022.

3.2 This Agreement may be renewed for two (2) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **thirty (30) business days** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR*: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 Vendor shall provide Services at no cost to the City, and instead will charge the highest bidder (i.e., purchaser) of the auctioned property the amount of ten (10) percent of the bid price.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Vendor.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY 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. The 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 CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000

5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein

7.7.2 Waiver of all Rights of Subrogation against the CITY
7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
7.7.4 Contractors' policies shall be Primary & Non-Contributory
7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the

Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Cooper City in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12
VENUE

12.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

13.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
MERGER; AMENDMENT

14.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 15
DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service by CONTRACTOR, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS ($500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

15.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.4.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

15.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

15.4.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.4. 4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.4.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.5 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.5.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

15.5.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.5.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 16
BANKRUPTCY

16.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17
DISPUTE RESOLUTION

17.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

17.2 **Operations During Dispute.**

17.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the

deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 15**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
KSims@coopercityfl.org

ARTICLE 19
MISCELLANEOUS

19.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

19.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY
Joseph Napoli
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To:
Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor
Armando Perera, President
Bidera, LLC
4995 NW 72 Ave Suite #405
Miami, FL 33166
Telephone No. (305) 822-5000

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

19.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
JOSEPH NAPOLI, CITY MANAGER

_____
KATHRYN SIMS, CITY CLERK

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

BIDERA, LLC

By: _____
Name: ARMANDO PEREIRA
Title: PRESIDENT

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Pereira Armando as President of **Bidera, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Bidera, LLC** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13th day of August, 2020.

_____
NOTARY PUBLIC

Notary Public State of Florida
JOSHANA PATEL
My Commission GG 109693
Expires 09/11/2021

Joshana Patel
(Name of Notary Typed, Printed or Stamped)

REQUEST FOR PROPOSALS

SURPLUS AUCTION SERVICES
RFP NO. 23-18-19

DATE OF ADVERTISEMENT
THURSDAY, JANUARY 17, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
THURSDAY, JANUARY 31, 2019 AT 3:30PM (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE
TUESDAY, FEBRUARY 19, 2019 AT 3:30PM (LOCAL TIME)

PLEASE CHECK THE PURCHASING DEPARTMENT'S WEBSITE FOR ADDENDA AND CHANGES BEFORE SUBMITTING YOUR PROPOSAL

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and request Document No. 23-18-19

Contact Person: Heylicken Espinoza, Purchasing Agent
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886

The City of North Miami, Florida, hereinafter referred to as the "City", is soliciting proposals from qualified and experienced firms to provide Surplus Auction Services for City-owned surplus vehicles, heavy equipment and machinery, office equipment and furniture, and forfeiture property seized by the North Miami Police Department.

Please submit one (1) original Proposal, five (5) hardcopies of the original Proposal and one (1) digital copy on a compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope/package bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall**. Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 NE 125th Street, North Miami, Florida 33161. **Proposals received after this time will not be considered and no time extensions will be permitted. Proposals received after the time and date for receipt of qualifications will be returned unopened. Each respondent shall assume full responsibility for timely delivery at the location designated for receipt of qualifications.**

Responses shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:

"IMPORTANT - SOLICITATION ENCLOSED
Surplus Auction Services
RFP No. 23-18-19
Respondent Name: _____"

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Thursday, January 17, 2019	
Last Date for Receipt of Written Questions:	Thursday, January 31, 2019	3:30pm
Submittal Deadline:	Tuesday, February 19, 2019	3:30pm
Evaluation Committee Interviews:	TBD	
City Council/CRA Board Approval Date:	TBD	

Note: *The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.*

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or downloaded from the City's Purchasing Department website at:

http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx

CONE OF SILENCE

Please be advised that this Solicitation is subject to the City's Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City's Code of Ordinances prohibiting certain types of communication, as further described in Appendix "C" of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade
Purchasing Director

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Section and Title

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All of our contract forms are fill-in able and can be found on the City's website at:

http://northmiamifl.gov/departments/Purchasing/forms.aspx

A-1 Public Entity Crimes Affidavit

A-2 Non-Collusive Certificate

A-3 Local Preference Affidavit

A-3(a) Statement of Intent

A-4 Questionnaire Instructions

A-5 Acknowledgement of Addenda

A-6 Disclosure of Subcontractors and Suppliers

A-7 General Insurance Requirements

A-14 References

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.

c) "Vendor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.

d) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.

e) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.

f) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.

g) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.

h) "Subcontractors" or "Sub-Consultant" shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.

i) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, **(Form "A-1")** referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted

as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on noticed that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, Sub-Consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, Sub-Consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, Sub-Consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, Sub-Consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) and on Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website** (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on DemandStar can be downloaded.

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference

information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected**,** and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible; or

d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council/CRA Board without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's results and recommendation for award shall be submitted to the City Council/CRA Board for review by the Purchasing Department.

1.23. CITY MANAGER'S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee's recommendation and submit to City Council for approval;

b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager's recommendation, the City Council may:

a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with

City Council members, City staff and evaluation committee members upon issuance of said Solicitation **(see Appendix C).**

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or Vendor are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council/CRA Board member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.28 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or sub- Vendors who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, Sub-Consultants or suppliers from those listed in the Proposal without prior written approval of the City **(see Form A-6).**

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.30 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.32 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except

where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any **two** of the following objective criteria (see Form A-3).

A local business shall be defined as:

- A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; **and/or**
- A business that has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; **and/or**
- A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City **(must submit Form A-3(a) as part of the Proposal)**.

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.35 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.36 ATTORNEYS' FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.37 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Chapter 2, Article VI, Division 1 of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.38 CONSTRUCTION SERVICES

Not Applicable.

1.39 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this

Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.40 USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES

Subject to the mutual consent of the parties, the pricing, terms and conditions of this Solicitation and resulting contract, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami, Florida, hereinafter referred to as the "City", is soliciting proposals from qualified and experienced firms to provide Surplus Auction Services for City-owned surplus vehicles, heavy equipment and machinery, office equipment and furniture, and forfeiture property seized by the North Miami Police Department.

2.2 TERM OF CONTRACT

The initial term of the Contract shall be for three (3) years. This Contract shall remain in effect for the entirety of the initial term; provided that the Services rendered by the Vendor(s) during the Contract period are satisfactory.

2.3 OPTION TO RENEW

The City Manager or duly authorized designee reserves the sole option to renew this Contract for up to two (2) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Firm in accordance with the Scope of Work stated herein.

2.4 METHOD OF AWARD

See Section 5 for method of evaluation and award.

2.5 MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Respondent must demonstrate that thy have sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.5.1 LICENSING REQUIREMENTS

In order to be considered a responsible and responsive vendor for the scope of work set forth in these RFP documents, the firm shall possess the following licenses and shall include a copy of each one in their Proposal:

- State of Florida Auction Business License
- State of Florida Auctioneer License

2.5.2 The successful firms must be properly registered with the Department of Business and Professional Regulation to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporation records.

2.5.3 The successful firm must have a minimum of three (3) years business experience in providing auction services.

2.5.4 References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has provided similar services for within the last five (5) years. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for services provided for the City of North Miami.

NOTE: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

2.5.5 Joint Ventures

All proposers intending to submit a proposal as a joint venture are required to have filed proper documents with the Florida Department of Business and Professional regulation and any other state or local licensing agency prior to submitting their proposal (see Section 489.119, Florida Statutes). Respondents shall submit a fully executed copy of their joint venture must also and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

2.6 INSURANCE AND INDEMNIFICATION

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract**:**

2.6.1 COMMERCIAL GENERAL LIABILITY

Minimum limit of **$1 Million** per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.

2.6.2 COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of **$1 Million**, covering any auto including owned, non-owned, hired or leased. In the event Vendor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Vendor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Vendor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.6.3 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of **$1,000,000** per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Vendor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Vendor.

Vendor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Vendor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Vendor, are not intended to

and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Vendor under the Contract.

Vendor shall indemnify and hold harmless the City of North Miami and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City 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 an Agreement by the Vendor or its employees, agents, servants, partners principals or Sub-Consultant.

Vendor 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may ensue thereon.

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

The Vendor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

2.7 FAILURE TO PERFORM

If in the opinion of the City's representative the Vendor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Vendor that the City will terminate the contract.

If at any time the City shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Vendor to discontinue all Work under Contract. The Vendor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.8 FEDERAL AND STATE REGULATIONS

The Vendor shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

2.9 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.10 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided by in this Solicitation, the Vendor shall furnish all labor, materials, equipment and coordination of services as necessary for successful Contract performance.

2.11 NO DAMAGES FOR DELAY

The Vendor shall not be entitled to an claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the service from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Vendor's control, or by delay authorized by the City, or by other causes which the Vendor determines may justify delay. The Vendor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Vendor or delays in the Vendor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Vendor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Vendor is entitled to a time extension for the delay. The failure of the Vendor to give such notice shall constitute a waiver of any claim under this section.

2.12 CITY COUNCIL MEETING

The Vendor must be available to attend City Council meetings when required. Vendor must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

2.13 SOLICITATION CLARIFICATIONS AND INQUIRIES

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Proposals must be submitted in writing by email. The Solicitation number and title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after said deadline.

2.14 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

2.15 CONDITIONS OF PROPOSALS

2.15.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.15.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.15.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.15.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successful qualified Vendors shall be notified in writing of award.

2.15.5 Contract - A Contract (the "Agreement") will be awarded in accordance with City Council, and Florida Statues, by the City Council. The City reserves the right to execute or not execute, as applicable, a contract with the Vendor(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Vendor as is in the City's best interest.

2.16 TRADE SECRETS

The City of North Miami is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials and data submitted as part of a Proposal in response to a Request for Proposals are governed by the disclosure, exemption and confidentiality provisions relating to public records in the Florida Statutes.

Except for materials that are "trade secrets" or "confidential" as defined by Chapter 812, Florida Statute, ownership of all documents, materials and data submitted as part of Proposal in response to a Request for Proposals shall exclusively to the City.

To the extent that the Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not being declared as trade secrets. In addition, the Proposer shall cite for each trade secret being claimed, on each relevant page, the Florida Statute number which supports the designation. Furthermore, the Proposal shall contain a brief written explanation as to why the information is being claimed as trade secret fits the cited statute number. Finally, the Proposer shall submit one (1) additional hardcopy and one (1) additional digital copy that redacts all designated trade secrets.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305- 893- 6511, EXTENSION 12244, FMEDRANDA@NORTHMIAMIFL.GOV, CITY OF NORTH MIAMI, OFFICE OF THE CITY MANAGER, 776 NE 125TH STREET, NORTH MIAMI, FLORIDA 33161.

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES/
TECHNICAL SPECIFICATIONS

3.1 BACKGROUND INFORMATION

The City has issued this Solicitation seeking Proposals from qualified and experienced Respondents to provide auction services for City surplus items. The selected Respondent(s) shall provide auction services for items including, but not limited to vehicles, office equipment, furniture and police forfeiture items.

3.2 AUCTION REQUIREMENTS

The selected vendor shall conduct public auctions and comply with the following requirements:

a) Auctions shall be open to the public and not restricted to any particular group of people.

b) Auctions shall comply with all applicable local, state and federal laws and regulations.

c) Sale of property shall be made only to the highest responsible bidder.

d) Auctioneer shall collect all sales tax and make restitution to the State in accordance with all applicable requirements.

e) The auctioneer shall maintain a mailing list of prospective buyers and shall mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons.

f) Maintain an active website and post auction information with a sales schedule on said website.

g) Photograph and adequately describe all items to be auctioned.

h) Auctioneer shall turn in any found articles that are found while preparing auction items within five business days to the City.

i) Include the City of North Miami's items on the Auctioneer's website.

j) Maintain records considered necessary by the City other than those provided by the auctioneer.

k) Provide on-site supervision and security during all pre-bid inspection periods and auctions at its facility, if applicable.

l) Ensure that all parties are notified that all items for both onsite and online auctions are being sold "as is".

m) The auctioneer shall provide at their own expense all required legal advertising to comply with State Statues regarding the sale of public property and shall at their promote the auctions.

n) At the close of each auction, the company shall, at the request of the City, return all unsold City property (including titles and power of attorney) to the City. At the discretion of the City, the company may be required to retain possession

of the unsold property until the next auction, but no more than sixty (60) days after the first auction date. The auctioneer shall remain responsible for this property and provide all customary and reasonable care to safeguard City assets.

3.3 SURPLUS PICKUP AND COORDINATION

a) Services shall include, but not limited to loading, uploading and transporting property to the auction site and temporary storage.

b) Auctioneer shall pick up and transport vehicles in a timely manner, working closely with the Public Works Fleet Division to ensure knowledge of the schedule, receipt of titles and removal of vehicles, as required. The designated representative shall contact the City's representative prior to the anticipated pickup to schedule dates, time, and route.

c) Auctioneer shall be responsible for coordinating pickup of City surplus items and vehicles. A point of contact must be designated by the auctioneer for this contract.

d) Auctioneer's point of contact shall be responsible for any planning, scheduling, site review, and identification of any special requirements or emergency surplus pickup during the contract term.

e) The City reserves the right to request replacement of designated representative if it finds that the individual is not responsive or compatible.

f) The auctioneer shall receive and protect all City property delivered to the auctioneer for the purpose of sale at the public auction for a period of up to sixty (60) days prior to the designated public auction date. The auctioneer shall replace or compensate the City at present value for any property lost, stolen or destroyed while in the care, custody or control of the company.

3.4 AUCTION REPORTING

a) Auctioneer shall maintain and keep all reports and records necessary to comply with all applicable federal, state, and local laws. Documentation must be maintained for a minimum of five years.

b) Maintain an electronic back-up system for reports and records. A copy of records shall be made available to the City upon receipt of written request.

c) A computer-generated report shall be generated with the check no later than the 10th day of the month following the auction. This report shall include the following:

   i. Number of lots sold
   ii. Buyer's name and contact information
   iii. Sales price
   iv. Commission charged and net proceeds
   v. Expenses for transport of vehicles and miscellaneous expenses
   vi. Lot description including City property numbers and tracking numbers from the report submitted by the City.

d) When applicable, disposal records shall be itemized and the method of disposal stated, with specific details for any items deemed hazardous

END OF SECTION

SECTION 4.0
PROPOSAL FORMAT

I. PROPOSAL FORMAT

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. In addition, when submitting your one (1) complete electronic copy on CD, DVD, or USB Flash Drive in Adobe or Word format be sure to label it with your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

A. COPIES

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, five (5) duplicate hardcopies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

B. SUBMITTAL

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation by no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED. PROPOSALS RECEIVED AFTER THE TIME AND DATE FOR RECEIPT OF PROPOSALS WILL BE RETURNED UNOPENED. EACH RESPONDENT SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY AT THE LOCATION DESIGNATED FOR RECEIPT OF QUALIFICATIONS.

Address your Proposal to:

City of North Miami
Office of the City Clerk
776 N E 125th Street
North Miami, Florida 33161.

Proposals shall be submitted in a sealed package and must be clearly marked on the *outside* of the package with a label as set forth below:

"IMPORTANT - SOLICITATION ENCLOSED
SURPLUS AUCTION SERVICES
RFP No. 23-18-19
Respondent Name: _____"

II. MANDATORY SUBMITTAL REQUIREMENTS

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

A. Cover Page (Included in Appendix A of this RFP)

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

B. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

C. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office, which will handle the City's account and the number of professional staff personnel at the office.

D. Firm's Related Experience and Qualifications (30 Points)

Indicate the firm's experience in providing auction services similar in scope to those described in this Solicitation. Provide information regarding past performance and a list of clients, particularly Florida public agencies.

Describe any other experiences related to the work or services described in the Scope of Services, and any other information that may be specific to the requirements.

Respondents must submit a Qualification Statement. Provide a list of personnel and managers to be used and their qualifications. Licenses, certifications and any other pertinent information shall be included for each team member. Provide any other documentation which demonstrates the Respondent's ability to satisfy all of the minimum qualification requirements. Licenses and any other pertinent information should meet the minimum qualification requirements described in the RFP

Respondent must clearly reflect in its proposal any Subcontractors to be utilized. The City retains the right to accept or reject any Subcontractors proposed**.**

E. Proposed Approach and Methodology (40 Points)

Describe your firm's proposed methodology and approach to providing the services requested in this Solicitation including your firm's:

a. Suitability of the methodologies and approaches used in achieving tasks
b. Overall organization to providing the required services.
c. Ability to meet desired timelines and deadlines.

d. Describe promotion/marketing and provide sample materials of marketing services to include print ads, on-line ads, e-mails and trade publications currently utilized for clients.
e. Describe a typical auction process including tasks to be completed by the auctioneer and the City.
f. Provide information on employees, facilities (including a dry secure storage area for surplus items) and equipment to provide the auction services detailed herein and required for the City.

F. Cost Proposal (10 Points)

Respondents shall submit as part of their submittal a Cost Proposal detailing all commission percentages and buyer premiums to be retained by the vendor as well as any other fees and costs associated with the provision of the services described in this Solicitation.

The Cost Proposal must include, but not be limited to, the following:

- Vehicles and Heavy Equipment
- Police Forfeiture Items
- Office Furniture and Equipment

G. Certified Minority Business Enterprise (5 Points)

In accordance with Florida Statute 287.055, please indicate if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification. To qualify, the Respondent must be certified by a public agency at the time of submittal of Proposal

H. References (10 Points)

Indicate at least three (3) clients with whom the City may speak with during the evaluation phase. (**Form A-14)**

The Respondent must provide references for at least three (3) clients for projects similar to the Solicitation. Past projects must have been completed within the last five (5) years from proposal submission. Respondents are expected to provide information on each project by including Form A-14 in their response. If these forms are not utilized, the respondent must provide identical information to the City for evaluation purposes.

***NOTE*: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.**

I. Office Location (5 Points)

Each Respondent shall state their location with respect to the City of North Miami and shall demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.

J. Local Business Preference

This RFP is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

K. Additional Information

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

L. Litigation

Provide a listing of all lawsuits or proceedings involving the Respondent within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.

M. Insurance Requirements

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. **(Form A-7)**

N. RFP Forms

The following forms must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit *(if applicable)*
- Form A-3(a) Statement of Intent *(if applicable)*
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda *(if applicable)*
- Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*
- Form A-7 Insurance Requirements *(Provide copies of the required Insurance or letter of intent to provide required insurance)*
- Form A-14 References

All of our forms can be found on our website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION

SECTION 5.0
EVALUATION CRITERIA/SELECTION PROCESS

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that 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. The Contract(s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

5.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, and proposed development of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the criteria described below.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s), which the Evaluation/Selection Committee deems to warrant further consideration based on the best-rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

5.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total

of the Committee's score for each Respondent, adjusted by the Local Business Preference factor.

The specific criteria that will be utilized is as follows:

	Criteria	Maximum Points
1	Firm's Related Experience and Qualifications	30
2	Proposed Approach and Methodology	40
3	Certified Minority Business Enterprise	5
4	Cost Proposal	10
5	References	10
6	Office Location	5
	Total	**100**

5.4 COMMITTEE INTERVIEWS

Respondents may be invited by the committee to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be for each Respondent to describe their experience and qualifications to the Committee and for the Committee members to have an opportunity to ask questions of each Respondent relative to their experience and qualifications. The presentation may clarify but may not modify the prior written submission. Any verbal communication between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Evaluation Committee. These discussions shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

5.5 LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 7-151 of the City's Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

Pursuant to Section 7-151, a "Local Business" is defined as a business meeting **two** of the following:

a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; and/or
c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with Sub-Consultant who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

5.6 NEGOTIATION PROCESS

If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next qualified, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION

Appendix "A"
Cover Page & Contact Information Form

COVER PAGE & CONTACT INFORMATION

RFP NO. 23-18-19
SURPLUS AUCTION SERVICES

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s):	
Federal Employee Identification (FEIN) Number:	
Mailing Address:	
City, State, Zip Code:	
Contact Person:	
Title:	
Email Address:	
Telephone Number:	
Fax Number:	

I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

APPENDIX "B"

MINIMUM REQUIREMENTS & PROPOSAL SUBMITTAL CHECKLIST

MINIMUM REQUIREMENTS

SURPLUS AUCTION SERVICES
RFP No. 23-18-19

1.	Firm must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulations to practice their profession in the State of Florida. Firms submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.	**Attach Copy of Active Sunbiz.org Registration** ☐
2.	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submittal. The Respondent shall submit copies of the following: • **State of Florida Auction Business License** • **State of Florida Auctioneer License**	**Attach Copy of Active License(s)** ☐ ☐
3.	**References:** At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has provided similar services for within the last five (5) years. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for projects completed for the City of North Miami. References must be submitted on contract **Form A-14.**	**Attach Form A-14** ☐

RESPONSE SUBMITTAL CHECKLIST
SURPLUS AUCTION SERVICES
RFP No. 23-18-19

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Response Submittal Checklist	
Tab/Page No	**Narrative**	**OFFICE USE ONLY**
	Table of Contents	
	Business Structure	
	Firm's Related Project Experience and Qualifications	
	Proposed Approach and Methodology	
	Cost Proposal	
	Certified Minority Business Enterprise Information	
	Office Location	
	Additional Information	
	Litigation	
Tab/Page No.	**City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit *(if applicable)*	
	A-3(a) Statement of Intent *(if applicable)*	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements *(submit certificate of insurance or letter of intent)*	
	A-14 References	

Appendix "C"
Cone of Silence Ordinance

Cone of Silence Notification

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on www.demandstar.com and on:

http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx Please do not communicate with vendors regarding:

SURPLUS AUCTION SERVICES
RFP No. 23-18-19

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) *Purpose and intent.* The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) *Cone of silence* is defined to mean a PROHIBITION on:

(1) **Any communication** regarding a particular RFP, RFP or IFB between a potential offeror, service provider, bidder, lobbyist, or Vendor and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) **Any communication** regarding a particular RFP, RFP or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) **Any communication** regarding a particular RFP, RFP or IFB between a potential offeror, service provider, bidder, lobbyist, or Vendor and any member of the selection committee or evaluation committee;

(4) **Any communication** regarding a particular RFP, RFP or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) **Any communication** regarding a particular RFP, RFP or IFB between a potential offeror, service provider, bidder, lobbyist, or Vendor and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFP or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or Vendor are in writing or are made at a duly noticed public meeting.

(b) **The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award.** If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

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CITY OF NORTH MIAMI
SURPLUS AUCTION SERVICES AGREEMENT
(RFP #23-18-19; Surplus Auction Services)

THIS SURPLUS AUCTION SERVICES AGREEMENT ("Agreement") is entered into on 4/10/2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Bidera, LLC**, a Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 Northwest 72nd Avenue, Suite 405, Miami, FL 33166 ("Vendor"). The City and Vendor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on January 17, 2019, the City of North Miami ("City") advertised ***Request for Proposals #23-18-19, Surplus Auction Services*** ("RFP"), for the purpose of retaining experienced and qualified Auctioneers to provide auction services for surplus items for the City to include, but not limited to vehicles, office equipment, furniture and confiscated or seized items, (collectively referred hereto as "Services"); and

WHEREAS, the RFP was administered in accordance with Chapter 7, Article III of the City's Procurement Code; and

WHEREAS, in response to the RFP, Vendor submitted its proposal for the provision of professional Auctioneering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, Vendor was ranked as the most responsive, responsible respondent for the provision of Services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Request for Proposals #23-18-19, Surplus Auction Services***, attached hereto by reference;
2.1.2 Vendor's response to the RFP ("Proposal"), attached hereto as "Exhibit A";
2.1.3 Certificates of Insurance are attached as "Exhibit B";
2.1.4 Any additional documents which are required to be submitted by Vendor under this Agreement.

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2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The RFP.
2.2.4 The Proposal.

2.3 The Parties agree that Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Vendor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TERM

3.1 The Parties agree that, subject to authorized adjustments, the Term of this Agreement shall be a period of three (3) years commencing on April 15, 2019, and ending on April 14, 2022.

3.2 Following the Initial Term, the City shall have two (2) options to renew this Agreement for additional periods of one (1) year, under the same terms and conditions.

3.3 Vendor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Vendor's ability to timely perform Services or any portion thereof, the City may request that the Vendor, within a reasonable period of time, provide adequate assurances to the City in writing, of Vendor's ability to perform in accordance with terms of this Agreement. In the event that the Vendor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Vendor shall provide Services at no cost to the City, and instead will charge the highest bidder (i.e., purchaser) of the auctioned property the amount of ten (10) percent of the bid price.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Vendor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Vendor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Vendor shall perform Services in

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accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Vendor represents and warrants to the City that: (i) Vendor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Vendor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Vendor is duly authorized to execute same and fully bind Vendor as a Party to this Agreement.

5.3 Vendor agrees and understands that: (i) any and all subcontractors used by Vendor shall be paid by Vendor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Vendor. Any work performed for Vendor by a subcontractor will be pursuant to an appropriate agreement between Vendor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Vendor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Vendor at its own cost, whether or not specifically called for.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Vendor. In such event, the City shall pay Vendor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Vendor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Vendor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Vendor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Vendor fails to comply with any provision of this Agreement, the City may declare the Vendor in default by written notification. The City shall have the right to terminate this Agreement if the Vendor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Vendor fails to cure the default, the Vendor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Vendor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Vendor understands and agrees that termination of this Agreement under

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this section shall not release Vendor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ERRORS AND OMISSIONS

9.1 Vendor shall be responsible for deficient conduct and reporting due to Vendor's errors and omissions, and shall promptly correct or replace all such deficiencies without cost to City. The Vendor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Vendor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Vendor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Vendor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Vendor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Vendor under this Agreement. Vendor shall not commence work under this Agreement until after Vendor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Vendor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Vendor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Vendor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Vendor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and

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be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Vendor under this Agreement shall be delivered to the City by the Vendor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Vendor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

12.2 The Vendor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Vendor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Vendor for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Vendor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Vendor: Bidera LLC
Attn: Armando Perera
4995 Northwest 72nd Avenue
Suite 405
Miami, FL 33166

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

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With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 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.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Vendor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Vendor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Vendor, except as fully disclosed and approved by the City. Vendor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Vendor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Vendor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Vendor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Vendor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Witnessed By: DocuSigned by: Ismelba Ramirez CEDD8981C87C4DF...

Witness Name: Ismelba Ramirez

Witness Date: 4/9/2019

Bidera, LLC, a Florida Limited Liability Company:
"**Vendor**"

By: DocuSigned by: Armando Perera 0E68552C10FC48E...

Print Name: Armando Perera

Date: 4/9/2019

ATTEST:

By: DocuSigned by: Michael A. Etienne 2C7010872EE8414...
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation:
"**City**"

By: DocuSigned by: Larry M. Spring, Jr. C23984DEA2724GF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P.H Cazeau 8AF8443D714D491...
Jeff P. H. Cazeau
City Attorney

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ORIGINAL

NORTH MIAMI FLORIDA

COVER PAGE & CONTACT INFORMATION
RFP No. 23-18-19
SURPLUS AUCTION SERVICES

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s):	Bidera, LLC
Federal Employee Identification (FEIN) Number:	46-3100185
Mailing Address:	4995 NW 72nd Avenue, Suite 405
City, State, Zip Code:	Miami, FL 33166
Contact Person:	Armando Perera
Title:	President
Email Address:	ap@bidera.com
Telephone Number:	(305)345-7490 / (305)822-5000 ext. 2
Fax Number:	(305)822-5007

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I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent citifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all requirements outlined herein.

Name of Company: BIDERA, LLC

Authorized Signature: ARMANDO PERERA

Title of Officer: PRESIDENT

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C. Business Structure

Copy of State of Florida Department of State records

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Previous On List Next On List Return to List Entity Name Search
Search

Events No Name History

Detail by Entity Name

Florida Limited Liability Company
BIDERA LLC

Filing Information

Document Number	L13000090491
FEI/EIN Number	46-3100185
Date Filed	06/24/2013
Effective Date	06/24/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/30/2015

Principal Address

4995 NW 72 Ave
405
Miami, FL 33166

Changed: 01/30/2014

Mailing Address

4995 NW 72 Ave
405
Miami, FL 33166

Changed: 01/30/2014

Registered Agent Name & Address

PERERA, ARMANDO
8950 NE 8 Ave
302
MIAMI, FL 33138

Name Changed: 09/30/2015

Address Changed: 01/30/2014

Authorized Person(s) Detail

Name & Address

Title MGR

PERERA, ARMANDO
8950 NE 8 Ave
302
MIAMI, FL 33138

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	04/10/2017
2018	03/14/2018

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

Annual report.

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 05, 2019
Secretary of State
8756252364CC

DOCUMENT# L13000090491

Entity Name: BIDERA LLC

Current Principal Place of Business:

4995 NW 72 AVE
405
MIAMI, FL 33166

Current Mailing Address:

4995 NW 72 AVE
405
MIAMI, FL 33166 US

FEI Number: 46-3100185

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PERERA, ARMANDO
8950 NE 8 AVE
302
MIAMI, FL 33138 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ARMANDO PERERA — 02/05/2019

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	PERERA, ARMANDO
Address	8950 NE 8 AVE 302
City-State-Zip:	MIAMI FL 33138

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

Licenses / Certificates

MIAMI-DADE COUNTY
DEPARTMENT OF PLANNING AND ZONING
USE

CERT NO: 2014021137
PROCESS NO: U2014004696
ZONE: IU-2
FEE: $229.79

SEC: 23 TWP: 53 RNG: 40
FOLIO: 30302302600 10

MAILING ADDRESS/CONTACT PERSON:
BIDERA LLC
4995 NW 72 AVE #405
MIAMI, FL 33166-

CORP NAME/D/B/A AND ADDRESS:
BIDERA LLC
BIDERA LLC
4995 NW 72 AVE #405

BUSINESS USE: WAREHOUSE OFFICE ONLY
USE SPECIFICS: REAL ESTATE AUCTION SERVICE OFC
CONDITIONS:

LEGAL DESCRIPTION: WEST AIRPORT SUB
PB 2 65
DATE OF CU ISSUANCE: 2/ 4/2014
THIS CERTIFICATE M U S T BE POSTED ON PREMISES.

THIS CERTIFICATE OF USE VALID FOR ONE ONLY TIME OR AS INDICATED BELOW PROVIDED THERE ARE NO CHANGES IN USE, BUSINESS NAME OR OWNERSHIP. ALSO, THERE MAY BE NO ADDITIONAL ALTERATIONS OR ADDITIONS TO THE APPROVED USE. ALL CHANGES LISTED ABOVE WILL REQUIRE ISSUANCE OF A NEW CERTIFICATE OF USE.

THIS CERTIFICATE OF USE DOES NOT RELIEVE THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL REGULATIONS. YOU ARE ALSO REQUIRED TO ALLOW ZONING INSPECTIONS AT ANY REASONABLE TIME BY REPRESENTATIVES OF THE DEPARTMENT. FOR MORE INFORMATION, PLEASE CONTACT THE ZONING PERMIT SECTION AT (786) 315-2666. IN ADDITION TO THE ZONING PERMIT SECTION, APPLICANT MUST ALSO CONTACT THE BUILDING DEPARTMENT AT (786) 315-2100 FOR OCCUPANCY REQUIREMENTS AND LOCAL BUSINESS TAX RECEIPT AT (305) 270-4949.

2/ 4/2014 11:29 HNATALY 28140204 0054 TCPM9391 CENTRAL 229.79

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER
AB3392

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

BIDERA LLC
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

ISSUED: 10/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710190002732

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER
AU3744

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

PERERA, ARMANDO
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

ISSUED: 10/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710190002715

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

Location, contact info and staff personnel.

4995 NW 72nd Avenue, Suite 405 Miami, FL 33166
Email: ap@bidera.com, support@bidera.com
Office 305 822 5000 Fax 305 822 5007 Cell 305 345 7490

Bidera Government Solutions employs a total staff of 5 providing business and event management and auction staffing.

D. Firm's Related Experience and Qualifications.

Bidera Government Auction Services is pleased to present our response to the City of North Miami's Request for Proposals for Auction Services (RFP 23-18-19).

Since our founding in 2007, Bidera has enjoyed organic growth as a business. Our reputation for excellence has spread by word of mouth from one municipality and department to another and today, we serve the auction needs of 37 towns and cities across the State of Florida. Among our more prominent clients are the City of North Miami, the City of North Miami Beach and the Miami Dade County Public Schools. Our expansion is built upon our success as evidenced by our growing list of municipal clients and the development of a registered bidders list of over 6,000 buyers. Bidera has developed a long reach and the City of North Miami can leverage our long-standing contacts with buyers from across the United States, the Caribbean, Central and South America and Europe.

If Bidera enjoys the benefits of organic growth, it's built upon our experience and lessons learned. Municipal clients turn to Bidera because of our comprehensive services, the management of successful auctions, our integrity and our ability to generate interest among an ever-growing range of buyers. In turn, our buyers have come to depend on Bidera for our honest appraisal of government surplus and our transparency. We built out business on the firm knowledge that trust is not an emotion. It's a product.

Bidera has produced over 500 on-site and online auctions. Over the years, we've generated $14.5 million in revenue. Individual auctions gain client revenues ranging from $5,000 to $700,000. Throughout our response, we present our services and management practices, advertising and promotion channels methodologies; our references and technology to support the City of North Miami's requirements.

Bidera provides comprehensive auction management services from the initial assessment and organization of inventory into lots (these are designed to gain maximum revenues), through the development of the catalog, effective multi-channel marketing advertising and promotion of the auction event to the final sale, collection and processing of payment and the transfer of inventory and reporting.

Our company has a highly qualified and bilingual staff to effectively communicate with our buyers throughout the auction process. Every auction is personally coordinated and managed by the founder and auctioneer Armando Perera who takes care of the process with honesty, trust and efficiency.

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Qualification Statement

Bidera has a complete and comprehensive understanding of the Scope of Work and all of its requirements, this has been our stock and trade for over 25 years. We will meet and exceed all requirements with experience and deeply established management processes that have evolved to deliver results. Bidera has staged and managed over 500 successful on-site & online auctions since our founding in 2007. Closed auction sales have ranged from $5,000 to $700,000 depending on the needs of the City. Bidera has achieved better than fair prices for motor vehicles, vessels, heavy equipment, personal property, restaurant equipment and scrap metals.

In the last quarter of 2018 alone, Bidera sold over 580 motor vehicles totaling $1,104,000.00 in revenues for our client cities. In many instances, our auctions have doubled and, in some cases, tripled their expected revenues. Our projected revenue for 2019 with the present city contracts is $4,800,000.00. Current and past auction results are clearly posted on our website at http://bidera.hibid.com/auctions/past/

Our auctions will provide your agency with a full-service platform: with onsite cataloging, video and photography, a deeply developed online marketing / advertisement strategy, payment collection, same day/next day auction reports and payment disbursement within 10 business days.

Bidera founder and President Armando Perera brings over 25 years' experience in the automotive and export industries. He has developed the all-critical relationships with regional, national and international buyers. He understands their needs and the markets they serve and is in a position to personally invite selected buyers to the City of North Miami's auctions. This is key driver of pricing in the auction environment.

We offer comprehensive services from initial inventory assessment through auction production, payment processing and post auction management. Our clients have our complete attention as our efforts are focused on South Florida and the company is not seeking further expansion beyond the region. Bidera Government Solutions employs a total staff of 5 providing business and event management and auction staffing.

Mr. Perera has over 12 years' experience in providing surplus inventory auction services to government clients. He will be supported by a trained experience staff including Mrs. Ismelba Ramirez, charged with all accounting functions. Mrs. Grace Monaco, charged with administrative operations Mr. Jonah Gouin, charged with digital media & advertising and Mr. Julio Sacco, as the field operations assistant. Bidera is fully staffed and will arrive on the scene fully prepared to start work on Day One of the contract.

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Comparable Contracts

Company:	**MIAMI DADE COUNTY PUBLIC SCHOOLS**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**3/09/2016 to 3/08/2019** (May be extended for 2 additional 1 year periods)
Client contact person and phone number:	**CARLOS LIMON, Director (786)275-0600.**

Company:	**CITY OF DORAL**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**7/20/2016 Annual renewal.**
Client contact person and phone number:	**ADAM N. TEMPLE, Director of code compliance (305)593-6380.**

Company:	**CITY OF DEERFIELD BEACH**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**8/14/2015 Annual renewal.**
Client contact person and phone number:	**DAVID SANTUCCI, Assistant City Manager (954)480-4200.**

Company:	**CITY OF SOUTH MIAMI**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**6/16/2014 to 6/17/2019**
Client contact person and phone number:	**STEVE SKULICK, Chief Procurement Officer (305)633-6339**

Company:	**CITY OF NORTH LAUDERDALE**
Description of work:	**Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract:	**6/30/2015 To 6/20/2018**
Client contact person and phone number:	**GEORGE KRAWCZYK, Public Work Utility Director (954)597-4756**

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List of Clients

CITY OF MIRAMAR	
Location:	2200 Civic Center Place Miramar, FL 33025
Contact Name	Gary Bannister, Procurement Manager
Phone Number:	(954) 602-3257

CITY OF PEMBROKE PINES	
Location:	8300 South Palm Drive Pembroke Pines, FL 33025
Contact Name	Teira Pineda
Phone Number:	(954) 494-5036

CITY OF NORTH MIAMI BEACH	
Location:	17011 NE 19 AVE, Rm 315 North Miami Beach, FL 33162
Contact Name	Pedro Dominguez, Fleet Director
Phone Number:	(305) 725-4027

CITY OF HOLLYWOOD	
Location:	2600 Hollywood Blvd. Rm 303 Hollywood, FL 33020
Contact Name	Paul Bassar, Director of Procurement & Contract Compliance
Phone Number:	(301) 906-4630

CITY OF CORAL GABLES	
Location:	2800 S.W. 72nd Avenue Miami, FL 33155
Contact Name	Steve Riley
Phone Number:	(305) 460-5144

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BROWARD SHERIFF'S OFFICE

Location:	2601 West Broward Boulevard Fort Lauderdale, FL 33312
Contact Name	Victor Gouisetta
Phone Number:	(954) 964-9431

TOWN OF GOLDEN BEACH

Location:	1 Golden Beach Drive Golden Beach , FL 33160
Contact Name	Giovanni Diaz
Phone Number:	(305)331-4491

NORTH BAY VILLAGE

Location:	1666 Kennedy Causeway 3rd Floor North Bay Village, FL 33141
Contact Name	Bert Wrains, Finance Director
Phone Number:	(305)756-7171

MIAMI SHORES VILLAGE

Location:	10050 N.E. 2nd Avenue, Miami Shores, Florida 33138
Contact Name	Jim Mc Coy, Sanitation / Fleet Supervisor
Phone Number:	(305)795-2240

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THE TOWN OF MEDLEY

Location:	7777 NW 72 Ave Medley, FL 33166
Contact Name	Chief Janette Said
Phone Number:	(305) 887-9541

CITY OF WEST MIAMI

Location:	901 SW 62 Avenue West Miami, FL 33144
Contact Name	Juan Peña
Phone Number:	(305)266-4214

CITY OF HIALEAH

Location:	900 East 56 Street Hialeah, Fl 33013
Contact Name	Anibal Rioseco
Phone Number:	(305)558-2611

CITY OF HIALEAH GARDENS

Location:	10001 NW 87 ave Hialeah Gardens, Fl 33016
Contact Name	Manny Carrera
Phone Number:	(305)342-3398

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VILLAGE OF KEY BISCAYNE	
Location:	88 West McIntyre Street Key Biscayne, FL 33149
Contact Name	Lieutenant Brett Capone
Phone Number:	(786)877-7080

VILLAGE OF BISCAYNE PARK	
Location:	893 NE 109th Street, Biscayne Park, FL 33161
Contact Name	Nicholas Wollschlager, Chief of Police
Phone Number:	(954)551-6885

CITY OF SWEETWATER	
Location:	500 S.W. 109 Ave. Sweetwater, FL 33174
Contact Name	Jennifer Maroño
Phone Number:	(305)221-0411

BAL HARBOUR
- VILLAGE -

BAL HARBOUR VILLAGE	
Location:	655-96th Street Bal Harbour, Fl 33154
Contact Name	Mauricio Escarra, Communications/Code Enforcement Manager
Phone Number:	(305)632-8860

VIRGINIA GARDENS POLICE DEPARTMENT	
Location:	6498 NW 38th Terrace, Virginia Gardens, FL 33166
Contact Name	Chris Fonseca
Phone Number:	(305)323-3044

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VILLAGE OF PINECREST	
Location:	12645 Pinecrest Parkway Pinecrest, Florida 33156
Contact Name	Ivan Osores
Phone Number:	(305)234-2109

CITY OF MARGATE	
Location:	102 N. Rock Island Road City of Margate, FL 33063
Contact Name	Douglas E. Smith, City Manager
Phone Number:	(954)480-4263

SCHOOL BOARD OF BROWARD COUNTY	
Location:	2600 NW 18th Terrace Pompano Beach, FL 33066
Contact Name	Larisa Seda, Buyer Purchasing Agent
Phone Number:	(754) 321-0524

BROWARD COUNTY	
Location:	1 North University Drive Suite 3100A, Box 309 Plantation, Fl 33324
Contact Name	Yasmin Teja, Purchasing Agent II
Phone Number:	(954) 357-6066

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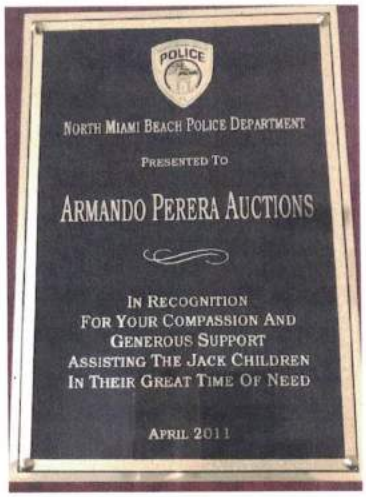
***ARMANDO PERERA**: President, Owner and Auctioneer*



Mr. Perera personally handles all aspects of the company's daily operations; marketing, sales, bid calling of auctions, asset redeployment, logistics and public service. Performs live auction Bid-Call in English & Spanish simultaneously and is a personal property appraiser with an extensive knowledge of automotive and heavy equipment market value.

Since its conception, it was imperative for Armando to create a company that could change the status quo. He has provided creativity and innovation; communication and leadership in introducing the auction industry to the Hispanic community in South Florida and beyond. He is the driving force behind the expansion of our buyer's network into Latin America. Armando has educated our auction followers to expect nothing less than our honest professional opinion, transparency and hard work. He built a company where trust is a deliverable.

Armed with a full service bilingual auction company Armando works closely with local government agencies to sell their surplus property in the public domain. He actively leads the company to understand the complexities of community-based initiatives and has received multiple recognitions for outstanding community work.

- Licensed Auctioneer / Licensed Business Auction. *FL License # AU3744*
- Accredited Auction Real Estate
- Graduate Personal Property Appraiser
- Licensed Real Estate Broker
- REO Certified Realtor
- Extensive knowledge of Import/ Export laws

Bidera is a member of the following associations:

- National Auctioneer Association
- Florida Auctioneer Association
- South Florida Board of Realtors

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ISMELBA RAMIREZ: *Accounting*

Mrs. Ramirez brings extensive accounting experience to the company, performing daily accounting activities including reconciliations of bank and credit card accounts, overseeing taxes, coordination and creation of financial reports and reviewing financial reports/support as necessary. Analyzing and reporting on financial status including income statement variances, communicating financial results to management and budget preparation. Improving systems and procedures and initiating corrective actions.

- 15+ years accounting experience
- Expertise with QuickBooks
- Extensive knowledge of US GAAP
- Advanced computer skills in MS Office, Excel and accounting software and databases
- Excellent organizational, problem-solving, project management and communication skills
- Additional experience in Audit and International accounting
- Bachelor in Public Accounting, Santa Maria University, Venezuela – 2003

GRACE MONACO: *Administrative Auction Clerk*

Mrs. Monaco performs the day to day operations with the responsibilities of devising and maintaining office systems, auction scheduling control, auction closing procedures, data management and filing of auction records, administrative procedures, providing customer support and also responsible to support and assist in data entry for accounts payable and coordinate digital advertising including creating overall social media strategies. Monitors and updates Bidera's website. Contributes and leads the integration of new office protocols based on changing processes, emerging technologies and customer input.

- 10+ years auction software platforms experience
- Significant multi-year experience running ad campaigns on a variety of display and search advertising mediums
- Holds certification in Google AdWords advertising platform
- Knowledge of website & auction software development
- Excellent organizational, problem-solving, project management and communication skills
- Bachelor of Science in Industrial Design, TAI of Ft. Lauderdale – 2001

JULIO SACCO: *Field Auctioneer's Assistant I.*

Mr. Sacco, works closely with the auctioneer in support of reporting and documenting motor vehicle specs & condition, starting vehicles for inspection as well as the preparation of all the items included in the sale. Will lead the buyer's preview (by appointment) and check-out schedule, collection of signed forms and proof of title transfer. Assists buyers and towing companies on site with any questions or concerns.

- 5 years of property management experience
- Knowledge of automotive industry
- Excellent organizational, problem-solving, project management and communication skills

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CARLOS RAMOS: *Field Auctioneer's Assistant II.*

Mr. Ramos, works closely with the auctioneer in support of reporting and documenting motor vehicle specs & condition, starting vehicles for inspection as well as the preparation of all the items included in the sale. Will assist with buyer's preview and check-out schedule, collection of signed forms and proof of title transfer. Assists buyers and towing companies on site with any questions or concerns.

- 10 years of customer service experience
- Knowledge of automotive industry
- Excellent organizational, problem-solving, project management and communication skills

JONAH GOUIN: *Digital Media.*

Mr. Gouin, Is responsible for the development of marketing and advertising campaigns and concepts. Collaborates in the creation of the online catalog. Optimizing images, video and content in support of detailing and completion of the catalog. Proposes, updates and maintains advertising schedules. Coordinates mailings, and other marketing materials. Tracks metrics and provides regular reports to management. Experience running ad campaigns on a variety of display and search advertising mediums

- Knowledge of auction software & website development
- 15+ years professional photography experience
- Excellent organizational, problem-solving, project management and communication skills
- Bachelors of Business Administration, University of Hawaii – 1992.

E. Proposed Approach and Methodology.

a. Suitability of the methodologies and approaches used in achieving tasks

Bidera proposes to free the City of North Miami of all the work involved in setting up their auction. This means that we will take care of the auction process completely from the moment we have an inventory list from you or when you show us the items that you want to auction off. When Bidera is contracted by the City to set up an auction (online) we will provide a schedule of the work to be done from initial assessment through closing. Bidera will assign experienced personnel to assess, inventory and organize, optimize (by lot) and stage all items available for sale.

Two major factors in our approach have supported success across a range of auctions: our professional experience in lot organization and the deployment of online auction services. Lot organization rests on two components, understanding the inventory and understanding the market. In the main, this is a matter of balance in the mixing of higher value inventory with less value items disbursed within the lot. The auctioneer's goal is to gain the highest revenue to the City while not diminishing the value to the buyer. At the same time, the City expects and needs the surplus inventory eliminated to the highest degree possible. That's the balancing act.

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b. Overall organization to providing the requested services

When Bidera is contracted by the City to set up an auction we will provide a schedule of the work to be done from initial assessment through closing. Bidera will assign experienced personnel to assess, inventory and organize, optimize (by lot) and stage all items available for sale.

Bidera staff will organize all merchandise into lots structured to bring maximum profit from the sale and tag all items to be sold online though items might be resident in different locations. Each lot and its associated details will be photographed onsite to create the online catalog. Where appropriate, Bidera also employs video files in the creation of our online catalogs. This is particularly useful in vehicle auctions.

Bidera is meticulous with the preparation of vehicles, checking all V.I.N. numbers, recording mileage, jump starting vehicles when needed, engaging transmission, reporting on engine apparent condition, applying brakes, checking A/C, steering wheel, tires, paint, body and interior condition, reporting missing parts and noting auctioneer's overall vehicle condition opinion. Similar preparation method is applied to each type of heavy equipment, vessel, and specialty equipment.

*Please note that where present, Bidera can add the City's internal property reference numbers into our system. We understand that these identifiers are essential in reporting the disposition of the City's "fixed assets," and as the selected vendor, we will support that effort.

c. Ability to meet timelines and deadlines

Bidera will meet with the City's auction project manager(s) to arrange for a site inspection, reviewing the physical set-up of the auction, inventory staging and the event schedule established, including all set-up/breakdown requirements, bidder inspection and event staffing throughout the process. Bidera typically arrives onsite three weeks prior to the auction event to organize the inventory, performing photography, video, lot organization/optimization and other tasks. The meeting will predate the three-week benchmark.

Bidera currently produces auction events for 37 municipal/agency clients throughout the region. Of these, eight (8) generate adequate surplus inventories to support independent auctions and require between 2 and 3 auctions each throughout the year. with all contracts satisfied over the course of 20 weeks annually. The remaining 29 clients require the production of amalgamated auctions (combined inventories). These account for about eight weeks over the course of the year.

The vast majority of auctions now take place online and Bidera typically allocates 5 working days to support the production of each auction. Our current schedule provides for 22 weeks during the year to produce online auctions for the City of North Miami. We have a very flexible approach to scheduling and expend every effort to meet the scheduling needs of all our clients.

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d. Advertising Methods

Bidera employs a full range of local print media and digital advertising methods to promote our auction events in English and Spanish language formats.

Digital Media: Over the years more than 6,000 buyers have registered with us online and at previous onsite auctions. Our platform supports buyer notification by email blasts and "push" notifications to social media to reach all of them. Digital notices are placed on professional auctioneer's association database platforms including: www.Auctionflex.com www.AuctionZip.com www.Auctioneers.org and www.craigslist.com and the Google advertising platform. Our municipal clients reach local, national and international buyers with pronounced effect. We increase our new buyers by between 20% and 35% at every auction as we extend our reach.

Print Media: We will post local newspaper ads on behalf of City of North Miami for 2 weeks prior to auction day to satisfy local ordinances and achieve maximum exposure for the auction. Bidera provides bilingual print advertising with placement in The Miami Herald (English) and El Nuevo Herald (Spanish Newspaper)

All marketing channels link back to Bidera's customized client auction/catalog pages directly where buyers will view the offerings.

Bidera provides a value-added feature that is simply unavailable elsewhere. The City of North Miami will leverage the deep, long-term relationship Armando Perera has with our buyers. He knows who is interested in what merchandise and will get on the phone to personally advertise specialty surplus to the right buyers. He knows your market – and theirs.

e. Auction process

We will arrive on site to begin work on a date selected by the City at least 3 weeks prior to the auction. Once there, Bidera will organize items into lots that we feel will bring the highest revenue. Then it will be photographed and cataloged and uploaded to the City's customized page at www.bidera.com Dates for the beginning of the auction, possible preview, end of auction and pick up dates will be agreed upon between the City and Bidera in advance. This timeline will then be posted on the auction website for the general public. The City of North Miami has the option to offer a preview day, where the prospective bidders can physically view and inspect the items. Our staff will be onsite logging attending viewers.
Bidera agrees to provide the following services to the City of North Miami regarding the sale of their Surplus:

- Bidera will advertise and conduct all administrative functions related to the sale of their items under the provisions of Chapter 468 F.S.
- All bidders will be notified by Bidera that all vehicles sold by the City of North Miami are Sold As-Is, Where-Is, with no warranty expressed or implied.
- Upon receipt of payment in full Bidera will provide the buyer with a "Paid in Full" receipt.
- Bidera will develop a customized webpage for the City of North Miami with all digital marketing directed there by active link. The page will have the City of North Miami Logo and present the auction catalog with descriptions, images and videos when present, along with the terms and conditions of the auction.

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- Following the auction, Bidera will deploy staff for 3 business days for check out to support the transfer and dispatch of the sold vehicles.
- Bidders must show proof of payment and transfer of ownership prior to retrieving their purchases.
- After the checkout period day, the City of North Miami will assist any remaining out of State buyers pending pick-up.
- Out of State buyers may take up to 7 days to pick up and local buyers have 3 days to pick up.

Payment will be issued to the City of North Miami within 10 business days following auction close.

On www.bidera.com the general public can view current and past auctions. Bidders may register and login with the provision of a valid credit card. Bidera employs TLS1.2 in our SSL cert for the secure transmission of information.

Security: Sensitive data is stored using high-level encryption. We do not store buyer payment information. It is securely redirected to our PCI compliant First Data merchant service. Servers are located in a restricted access level 4 data center.

Property Transfer: The buyer will receive an "Unpaid" invoice with their total balance including itemized purchases, buyer's premium and sales taxes when applicable. They then can make their payment with a credit card or can wire the payment to a Bidera account, or by bringing the payment to our offices. Once paid, the buyer will receive a "Paid in Full" invoice.

Winning bidders will be instructed to provide a "Paid in Full" invoice, photo ID and proof of registration (where title transfer is required) prior to retrieving their purchases at the City's location. We will also take care of issues such as checking V.I.N numbers making sure all vehicle titles are transferable and ordering duplicate titles when the City does not provide one. We have found this method to work very well. Bidera assures that all vehicles, vessels & trailers baring a title shall be transferred to a new owner using a local DMV, relieving the City from any future liabilities.

Similar arrangements have been made to support the transfer of items controlled by other municipal offices. We have found this method to work very well. Bidera will present an auction plan including payment processing and the documented transfer of items.

Reporting: As Project Manager for Bidera, Mr. Perera will be responsible for generating and delivering all reports of business. Bidera will provide Microsoft Excel-based reporting to include all unit numbers and lot number, along with its description, city Account Division code(s) or a separate account by agency (as directed by the City). The report will also include:

- A registered buyer profile with bidder number, name, address, email, phone number and dealer/tax status.
- The entry of each lot sold by number, the buyer number and price paid.
- The buyer's invoice with buyer number, all contact information, lot number(s) purchased. with their descriptions and selling price(s), Taxes paid if applicable and the invoice total.
- Lots sold (by agency) and a summary by agency.
- An overall summary of the auction event including sales taxes by agency.

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All electronic records will be maintained by Bidera in a secured environment throughout the term of the contract and for a period of no less than five (5) years after termination. Past auction results of each item can also be viewed at www.bidera.com

The City of North Miami Terms & Conditions will be displayed as part of the online auction. By registering, the buyer agrees to the terms and conditions of the auction.

Bidera will be requiring that all bidders execute the City of North Miami's Bidder Contract form upon registration and the form will include the assigned bidder reference number. We will establish the method of providing these forms to the City upon start-up and anticipate that the City will want electronic files generated.

f. Auction equipment

Bidera will provide a golf cart as a mobile working space to inspect and catalog the online auction inventory and transport the auctioneer. It is properly equipped with computers, tablets, cameras and all equipment necessary to support the auctioneer & staff. A Jump Box will also be located on-site to deal with any dead vehicle batteries. Bidera will occasionally deploy a drone to photograph bigger lots.

F. Cost Proposal

City of North Miami cost proposal RFP No. 23-18-19

This includes the sale of the entire City surplus. Not limited to the following: Vehicles, heavy equipment, parts, fire and rescue trucks, vessels, police forfeiture, personal property, restaurant equipment, landscaping equipment, scrap metals, furniture, electronics and real estate.

Fixed Percentage Commission Charge **0%**

Fixed Percentage Buyer's Premium **10%**

G. Certified Minority Business Enterprise.

Bidera is not a certified minority business enterprise.

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H. References.

NORTH MIAMI FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: Miami Dade County Public Schools Contact: Executive Director

Address: 7001 SW 4 Street

City: Miami State: FL Zip: 33144

Contact Person: Carlos Limon

Phone: (786)275-0600 E-Mail: climon@dadeschools.net

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $ 1.330.000,00

Name: City of Deerfield Beach Contact: PURCHASING MANAGER

Address: 401 SW 4th Street

City: Deerfield Beach State: FL Zip: 33441

Contact Person: Ivelsa Guzman

Phone: (954)480-4486 / (954)299-5255 E-Mail: iguzman@deerfield-beach.com

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $700.000,00

Name: City of Miramar Contact: Procurement Manager

Address: 2200 Civic Center Place

City: Miramar State: FL Zip: 33025

Contact Person: Gary Bannister

Phone: (954)602-3257 E-Mail: gabannister@miramarfl.gov

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $605.000,00

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I. Office Location.

Bidera is located in the city of Miami at 4995 NW 72 Ave. Bidera's president, Mr. Armando Perera, will be the point of contact for all questions and requests regarding an auction. He may be contacted directly by phone at (305) 345-7490 (cell) or by email at AP@bidera.com. We have a very flexible approach to scheduling and expend every effort to meet the scheduling needs of all our clients. We have successfully produced and completed over 500 auctions for our cities and municipalities in a timely manner. Our efforts are focused on South Florida and the company is not seeking further expansion beyond the region.

In the last 2 months we have produced and completed auctions for the following cities and municipalities:

• Village of Miami Shores,	• Miami Dade County Public Schools,
• Broward Sheriff's Office Fire Department,	• City of Coconut Creek,
• City of West Miami,	• City of Coral Gables,
• Miami Springs Golf Course and Police Department,	• City of Hialeah.

Examples of past auction results are clearly posted on our website at http://bidera.hibid.com/auctions/past/

J. Local Business Preference.

N/A

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K. Additional Information.

The table below demonstrates many of the benefits of Bidera online auction method vs. other online auction platforms:

BIDERA ONLINE AUCTION METHOD	OTHER ONLINE AUCTION SERVICES
Your surplus is in great hands. An experienced auctioneer and personal property appraiser prepares the City's surplus catalog with detailed item and condition reporting, videos and photos. We specialize in maximizing revenue for vehicles and heavy equipment. Our buyers have come to depend on the auctioneer's comments and contact him directly with surplus questions.	Other services only provide a platform. All the work must be done by the City. Limited experienced City employees must prepare and upload the entire surplus catalog. Limited or inaccurate information diminishes buyer confidence or may give the appearance of collusion.
Our auction software allows us to resale items to the backup bidder. This is extremely useful in the event an item is abandoned. We document and maintain clear records of all changes.	Not capable of reselling an item. Item/s has to be sold in a future auction.
We advertise the surplus extensively on your behalf. Contact buyers directly by phone. Place surplus in specialty publications if necessary. Place an ad of the upcoming auction in the local newspaper as required by Chapter 274.06	Not designed to advertise outside of its online platform.
An evaluation conducted by the City of Miramar concluded that our auctions yield more revenue for them when compared to Public Surplus, Gov Deals and other platforms they have used in the past.	The City does all the work to produce an auction, adding operating costs for the City.
Payment is collected on your behalf. Automated credit card payments are integrated with our auction software. Buyers can also pay via bank transactions. Buyer experience comes full circle when finalizing their purchases with our courteous staff.	City employees collect payment.
Check out times are advertised accordingly and done by appointment. Buyers are accompanied by our staff.	Check out is done by the City's employees.

No other auction company provides the municipal client with the advantages found at Bidera. We offer comprehensive services from initial inventory assessment through auction production, payment processing and post auction management.

L. Litigation.

Bidera is involved in no litigation and no debarment has ever been placed upon Bidera.

M. Insurance Requirements.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fortun Insurance, Inc
365 Palermo Avenue
Coral Gables FL 33134-6607

CONTACT NAME: Judith Grave de peralta
PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No):
E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Scottsdale	10672
INSURER B:	MAPFRE Insurance Co.	34932
INSURER C:	United States Liability Ins.	25895
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Bidera LLC
4995 NW 72 Ave., #405
Miami FL 33166

COVERAGES CERTIFICATE NUMBER: 18/19 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPS2780026	03/05/2018	03/05/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of North Miami
776 NE 125th Street
North Miami FL 33161

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/17/2018 **EXPIRATION DATE:** 3/16/2020

PERSON: PERERA ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405 ,

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or Collectors☐Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

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N. RFP Forms.

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FORM A-1

NORTH MIAMI FLORIDA

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to BIDERA, LLC
[print name of public entity]

by ARMANDO PERERA
[print individual's name and title]

for ARMANDO PERERA
[print name of entity submitting sworn statement]

whose business address is 4995 NW 72 Ave Suite 405 MIAMI, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-3100185 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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FORM A-1

NORTH MIAMI FLORIDA

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

Sworn to and subscribed before me this 15 day of February, 2019.

Personally known_____

OR Produced identification Florida DL Notary Public - State of Florida

Driver license P660-000-68-296-0 My commission expires 04/19/2020
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914

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NORTH MIAMI
FLORIDA

FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared ARMANDO PERERA (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the PRESIDENT of the corporation/partnership known and styles as BIDERA LLC., duly formed under the laws of the State of FL, on JUNE 24, 2019, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That BIDERA LLC. (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of AUCTION SERVICES, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That BIDERA LLC. (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That BIDERA LLC. (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That BIDERA LLC. (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

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NORTH MIAMI
FLORIDA

6. That no officer of BIDERA LLC. has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: ARMANDO PERERA

Its: _____
Authority Warranted

SWORN TO and subscribed before me this 15 day of February, 2019.

_____
Notary Public
My Commission Expires:

Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914

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NORTH MIAMI
FLORIDA

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT: AUCTION SERVICES RFP No. 23-18-19

OWNER: CITY OF NORTH MIAMI

BIDDER: BIDERA LLC.

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.

D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact the Purchasing Department via email at purchasing@northmiamifl.gov or via phone: (305) 895-9886.

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NORTH MIAMI
FLORIDA

QUESTIONNAIRE

Bidder's Name: BIDERA, LLC

Principal Office Address: 4995 NW 72 AVE SUITE 405 MIAMI, FL 33166

Official Representative: ARMANDO PERERA
Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: 06/24/2013

In what State: FLORIDA

If Foreign Corporation:

Date of Registration with Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: ARMANDO PERERA

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

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NORTH MIAMI
FLORIDA

Name and Address of Each Partner:

Name	Address
1. N/A	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 12

2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

   Yes ( ) No (X)

   If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain: N/A

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? N/A

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary. N/A

5. Person or persons interested in the proposal and Questionnaire Form _____ (~~have~~) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits: N/A

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NORTH MIAMI
FLORIDA

B. List all judgments from lawsuits in the last five years: N/A

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

N/A

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

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NORTH MIAMI
FLORIDA

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated FEBRUARY 14th **,20** 19

CONSULTANT:

By ARMANDO Perera
Its

Sworn to and subscribed before me this 15 day of February ,20 19

Notary Public

My Commission Expires:

04/19/2020.

Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

NORTH MIAMI
FLORIDA

FORM A-5

ADDENDUM TO BID DOCUMENTS

BID NUMBER: RFP N° 23-18-19

BID OPENING DATE: January 17, 2019

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

Addendum No. 9 _____

Addendum No. 10 _____

Acknowledged by:
Name: Armando Perera
Signature: _____
Date: 2-15-2019

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NORTH MIAMI
FLORIDA

Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - $1,000,000

- Fidelity / Dishonesty Coverage - $500,000 per occurrence

- Professional Liability (Errors and Omissions) Insurance –

    1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
    2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
    3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

- Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.

- Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Fortun Insurance, Inc
365 Palermo Avenue
Coral Gables FL 33134-6607

CONTACT NAME: Judith Grave de peralta
PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No):
E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Scottsdale	10672
INSURER B :	MAPFRE Insurance Co.	34932
INSURER C :	United States Liability Ins.	25895
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Bidera LLC
4995 NW 72 Ave., #405
Miami FL 33166

COVERAGES **CERTIFICATE NUMBER:** 18/19 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS2780026	03/05/2018	03/05/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of North Miami
776 NE 125th Street
North Miami FL 33161

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/17/2018 **EXPIRATION DATE:** 3/16/2020

PERSON: PERERA ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405 ,

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors☐Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

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DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

NORTH MIAMI
FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: Miami Dade County Public Schools Contact: Executive Director

Address: 7001 SW 4 Street

City: Miami State: FL Zip: 33144

Contact Person: Carlos Limon

Phone: (786)275-0600 E-Mail: climon@dadeschools.net

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $ 1.330.000,00

Name: City of Deerfield Beach Contact: PURCHASING MANAGER

Address: 401 SW 4th Street

City: Deerfield Beach State: FL Zip: 33441

Contact Person: Ivelsa Guzman

Phone: (954)480-4486 / (954)299-5255 E-Mail: iguzman@deerfield-beach.com

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $700.000,00

Name: City of Miramar Contact: Procurement Manager

Address: 2200 Civic Center Place

City: Miramar State: FL Zip: 33025

Contact Person: Gary Bannister

Phone: (954)602-3257 E-Mail: gabannister@miramarfl.gov

Type of Job Performed & Cost Auction Services, Prime Contractor

Invoiced value of surplus $605.000,00

PRINT

DocuSign Envelope ID: 2C32E102-A734-4AD1-8E15-B97027CAF76D

JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

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PERSON: PERERA ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405 ,

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors□Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2019

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PRODUCER
Fortun Insurance, Inc.
365 Palermo Ave.
Coral Gables FL 33134-6617

CONTACT NAME: Judith Grave de peralta
PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No):
E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale	
INSURER B: MAPFRE Insurance Co.	
INSURER C: United States Liability Ins.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bidera LLC
4995 NW 72 Ave., #405
Miami FL 33166

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS2965440	03/05/2019	03/05/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: $2,500 SP/ Ded: $2,500	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured when required by a written contract agreement

CERTIFICATE HOLDER

City of North Miami
776 NE 125th Street
North Miami FL 33161

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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(c) *Exceptions*. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFP or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.