

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
BIDERA LLC  
FOR  
SURPLUS AUCTION SERVICES**

**THIS AGREEMENT** is entered into between **BIDERA LLC**, an active, Limited Liability Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, on June 12, 2019 Council Meeting, the City Council of the City of Doral approved Resolution No. 19-137 approving the adoption of the City of North Miami Contract with Bidera, LLC for surplus auction services, for the City of Doral Departments, as needed; and authorizing the City Manager to enter into an agreement with Bidera, LLC; and

**WHEREAS**, section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and

**WHEREAS**, the City of North Miami Contract with Bidera, LLC, is a revenue generating contract and one hundred percent (100%) of the sale proceeds will go directly to the City, and revenue funds received from the sale of surplus items will be deposited into the City’s Miscellaneous Revenue (001.5000.369100) account.

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

**1. Contract Documents**

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

- 1.1.1. The City of North Miami’s *Request for Proposals No. 23-18-19 – Surplus Auction Services*, attached hereto by reference;
- 1.1.2. Provider’s response to the RFP (“Proposal”), attached hereto as “Exhibit C”;
- 1.1.3. Certificates of Insurance are attached as “Exhibit B”;
- 1.1.4. Any additional documents which are required to be submitted by the Provider under this Agreement.

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



- 1.2.1. Specific written direction from the City Manager or City Manager's designee.
- 1.2.2. This Agreement,
- 1.2.3. This RFP.
- 1.2.4. The Proposal.

**2. Scope of Services/Deliverables**

- 2.1 The Provider shall furnish the professional services to the City as outlined in "Exhibit A - Scope of Services", which is attached to this Agreement and incorporated herein and made a part hereof by this reference.
- 2.2 The Provider agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Provider shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.
- 2.3 The Provider represents and warrants to the City that: ( i) Provider possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; ( ii) Provider 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 Provider is duly authorized to execute same and fully bind Provider as a Party to this Agreement.
- 2.4 Provider 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 Provider at its own cost, whether or not specifically called for.

**3. Term/Commencement Date**

- 3.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement and ending on April 14, 2022.
- 3.2 Following completion of the Initial Term, if the City of North Miami renews its Agreement, the City shall have the option to renew this agreement for the same term. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement.
- 3.3 Provider 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 Provider's ability to timely perform Services or any portion thereof, the City may request that the Provider, within a reasonable period of time, provide adequate assurances to the City in writing, of Provider's ability to perform in accordance with terms of this Agreement. In the event that the Provider 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.

#### **4. Compensation and Payment**

- 4.1 The Provider 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 Provider.

#### **5. Sub-Providers**

- 5.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- 5.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

#### **6. City's Responsibilities**

- 6.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 6.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

#### **7. Provider's Responsibilities**

- 7.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at



Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

- 7.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

**8. Default**

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

**9. Termination Rights**

- 9.1 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 the Provider. In such event, the City shall pay Provider compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Provider for any additional compensation, or for any consequential or incidental damages.

**10. Insurance**

- 10.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 10.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

**11. Nondiscrimination**



- 11.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

**12. Attorneys' Fees and Waiver of Jury Trial**

- 12.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 12.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**13. Indemnification**

- 13.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 13.2 The provisions of this section shall survive termination of this Agreement.
- 13.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

**14. Notices/Authorized Representatives**

- 14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:



For the City: Albert P. Childress  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.  
City Attorney  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

For The Provider: Bidera, LLC  
Armando Perera  
4995 NW 72 Avenue, Suite 405  
Miami, FL 33166

**15. Governing Law**

15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

**16. Entire Agreement/Modification/Amendment**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**17. Ownership and Access to Records and Audits**

17.1 All records, books, documents, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

17.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.



17.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

**18. No assignability**

18.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

**19. Severability**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**20. Independent Contractor**

20.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**21. Representations and Warranties of Provider**

21.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:



- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

**22. Compliance with Laws**

- 22.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 22.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, the Provider, or the Concession. The Provider, at the Provider's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession.
- 22.3 The City may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Provider, and the Provider shall provide adequate supervision of the Concession at all times the Provider is in control of the Concession.

**23. Non-collusion**

- 23.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

**24. Truth in Negotiating Certificate**

- 24.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant





to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

**25. Waiver**

25.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**26. Survival of Provisions**

26.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**27. Prohibition of Contingency Fees**

27.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**28. Force Majeure**

28.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

**29. Counterparts**

29.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**30. Interpretation**



30.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

30.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**31. Discretion of City Manager**

31.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

**32. Third Party Beneficiary**

32.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

**33. No Estoppel**

33.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.



[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

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*[Faint handwritten signature]*

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*[Faint handwritten signature]*

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*[Handwritten signature]*

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature:

Attest:

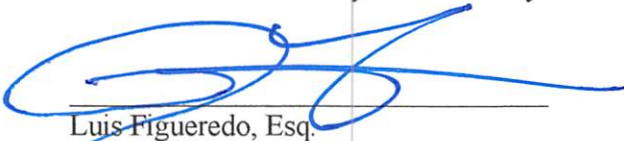
**CITY OF DORAL**

  
\_\_\_\_\_  
Connie Diaz, City Clerk


By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: Sept 9, 2019

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

**BIDERA, LLC**

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

Its: Armando Perera

Date: 9-9-2019

## EXHIBIT "A"

### SCOPE OF SERVICES

#### 1. AUCTION REQUIREMENTS

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

- 1.1 Auctions shall be open to the public and not restricted to any particular group of people.
- 1.2 Auctions shall comply with all applicable local, state and federal laws and regulations.
- 1.3 Sale of property shall be made only to the highest responsible bidder.
- 1.4 Auctioneer shall collect all sales tax and make restitution to the State in accordance with all applicable requirements.
- 1.5 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.
- 1.6 Maintain an active website and post auction information with a sales schedule on said website.
- 1.7 Photograph and adequately describe all items to be auctioned.
- 1.8 Auctioneer shall turn in any found articles that are found while preparing auction items within five business days to the City.
- 1.9 Include the City of North Miami's items on the Auctioneer's website.
- 1.10 Maintain records considered necessary by the City other than those provided by the auctioneer.
- 1.11 Provide on-site supervision and security during all pre-bid inspection periods and auctions at its facility, if applicable.
- 1.12 Ensure that all parties are notified that all items for both onsite and online auctions are being sold "as is".
- 1.13 The auctioneer shall provide at their own expense all required legal advertising to comply with State Statutes regarding the sale of public property and shall promote the auctions.
- 1.14 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.

## **2. SURPLUS PICKUP AND COORDINATION**

- 2.1 Services shall include, but not limited to loading, unloading and transporting property to the auction site and temporary storage.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 The City reserves the right to request replacement of designated representative if it finds that the individual is not responsive or compatible.
- 2.6 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. AUCTION REPORTING**

- 3.1 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.
- 3.2 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.
- 3.3 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.

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

**END OF SECTION**



## EXHIBIT "B"

### Minimum 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 Doral 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.





**EXHIBIT "C"**

**BIDERA'S Proposal**

**RESOLUTION No. 19-137**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE ADOPTION OF THE CITY OF NORTH MIAMI'S CONTRACT WITH BIDERA, LLC FOR SURPLUS AUCTION SERVICES FOR THE CITY OF DORAL DEPARTMENTS AS NEEDED: PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") seeks to adopt the City of North Miami Contract with Bidera, LLC for surplus auction services, for the City of Doral Departments, as needed; and

**WHEREAS**, section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and

**WHEREAS**, the City of North Miami Contract with Bidera, LLC, is a revenue generating contract and one hundred percent (100%) of the sale proceeds will go directly to the City, and revenue funds received from the sale of surplus items will be deposited into the City's Miscellaneous Revenue (001.5000.369100) account; and

**WHEREAS**, staff respectfully requests that the City Council authorize the City Manager to adopt the City of North Miami Contract with Bidera, LLC, which was competitively entered into in a manner like that set forth in Chapter 2, Article V, of the City's Code of Ordinance, for surplus auction services, for the City of Doral Departments, as needed, for the period set forth in the City of North Miami Contract for surplus auction services and any approved additional subsequent extension; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Authorization.** The City Council hereby authorizes the City Manager to adopt the City of North Miami Contract for surplus auction services, for the City of Doral Departments, as needed.

**Section 3 Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

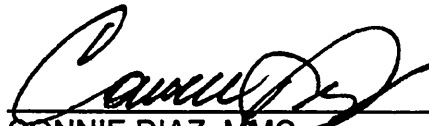
The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption.  
The motion was seconded by Councilmember Cabral and upon being put to a vote, the  
vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes


PASSED AND ADOPTED this 12 day of June, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMG  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY