



March 22, 2022

Hernan M. Organvidez

Acting City Manager

Armando Perera
President
Bidera, LLC
4995 Northwest 72nd Avenue, Suite 405
Miami, FL 33166

Ref: Extension of Professional Services Agreement for Bidera, LLC

Dear Mr. Perera:

As you are aware, the above referenced professional services agreement is originally scheduled to end on April 14, 2022. The City of Doral invites your company to extend the term of this agreement up to an additional one (1) year. The terms of the agreement shall remain in full force and effect. The new expiration date will now be April 14, 2023.

The city wishes to thank you for your continued services. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

Sincerely,

Hernan M. Organvidez
Acting City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Bidera, LLC, hereby execute this notice as of the date below.

Armando Perera, President
Bidera, LLC

04/13/2022
Date



March 1, 2022

Bidera, LLC
4995 NW 72nd Avenue, Suite 405
Miami, FL 33166
ATTN: Armando Perera, President
ap@bidera.com

RE: Contract Renewal - RFP 23-18-19 – Surplus Auction Services
Renewal No.: 1 of 2
Expiration Date: April 14, 2022

Dear Mr. Perera:

The City of North Miami would like to exercise the first option to renew the above referenced contract. The renewal shall be exercised with all original terms, conditions and unit prices adhered to with no deviations, unless otherwise specified within the original agreement.

The renewal period shall be effective from **April 15, 2022** through **April 14, 2023**. The City reserves the right to terminate and re-solicit any contract if it determines that contract terms are not in the City's best interests. The renewal of this contract is contingent upon compliance with certificate(s) of insurance requirements as applicable and approval by the City Manager.

Please acknowledge receipt of this letter by no later than **Tuesday, March 8, 2022** by signing below and returning this letter, along with copies of your updated insurance forms, to the City of North Miami Purchasing Department.

If you have any questions, please feel free to contact me at (305)895-9886. Your cooperation in this matter is appreciated.

Sincerely,

Alberto Destrade, CPPO
Purchasing Director

I HEREBY ACKNOWLEDGE RECEIPT OF THIS LETTER & WILL SUBMIT COMPLIANCE DOCUMENTS AS REQUIRED.	
Vendor Name:	BIDERA, LLC
Name of Authorized Representative	Armando Perera
Title:	President
Signature:	
Date:	3/1/2022

MEMORANDUM

To: Theresa Therilus, Esq., City Manager
Via: Alberto Destrade, CPPO, Purchasing Director *AD*
From: Heylicken Espinoza, CPPB, Purchasing Agent *HE*
Date: March 1, 2022
RE: **Recommendation for Renewal – RFP 23-18-19 – Surplus Auction Services**

For your review and signature, approving the first renewal of the City's contract with Bidera, LLC pursuant to **Request for Proposals 23-18-19 – Surplus Auction Services** for a one-year term effective from April 15, 2022 through April 14, 2023.

BACKGROUND

On January 17, 2019, the City advertised **RFP 23-18-19 – Surplus Auction Services** requesting bids from qualified and experienced vendors to provide the City with auction services in accordance with the terms and conditions of the RFP. As a result of this solicitation, Bidera, LLC was subsequently awarded a contract as the highest ranked respondent for an initial term of three (3) years with the City's option to renew for an additional two (2) years on a year-by-year basis.

Since their award, Bidera has provided the City with above satisfactory services including maintaining a website with the City's auction information, photographing and cataloguing auction items, providing all legal advertisements for auctions in accordance with State Statute requirements, providing temporary storage for auction items and maintaining reports and records regarding auctions in compliance with local laws. Services are provided at no cost to the City due to a 10% Buyer's Premium which is charged to the highest bidder for each auction

Given the above, staff is requesting approval to execute the first option to renew Bidera's contract for a one-year term.

ATTACHMENTS:

Original Agreement

Approved Not Approved

Theresa Therilus

Theresa Therilus, Esq.
City Manager

03/04/22

Date

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.

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

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

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

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

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.

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.

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:

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

Witnessed By: *Ismelba Ramirez*
DocuSigned by:
CEDD8981C87C4DF...
Witness Name: Ismelba Ramirez
Witness Date: 4/9/2019

By: *Armando Perera*
DocuSigned by:
DE68552E10FC48E...
Print Name: Armando Perera
Date: 4/9/2019

ATTEST:

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

By: *Michael A. Etienne*
DocuSigned by:
2C7010872EE941A...
Michael A. Etienne
City Clerk

By: *Larry M. Spring, Jr.*
DocuSigned by:
C2388405A27246F...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *Jeff P. H. Cazeau*
DocuSigned by:
8AF894307140291...
Jeff P. H. Cazeau
City Attorney

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, MMC
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