

**RESOLUTION No. 15-91**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS FOR PROCUREMENT OF SURPLUS VEHICLE AUCTION AND DISPOSAL SERVICES IN FAVOR OF BIDERA, LLC; APPROVING AN AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH BIDERA, LLC FOR THE SALE OF EIGHT (8) SURPLUS POLICE VEHICLES; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT FOR THE SERVICES SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Police Department for the City of Doral (the “City”) currently has eight (8) vehicles that have exceeded their service-life or were seized as forfeitures (the “Vehicles”); and

**WHEREAS**, six (6) of the Vehicles are 2008 models Ford’s and two (2) of the Vehicles are 1999 model Ford’s; and

**WHEREAS**, the City is in the process of replacing older, high mileage Police Department fleet vehicles with newer ones; and

**WHEREAS**, Bidera, LLC (“Bidera”) is a company in the business of conducting online and live auctions sales of vehicles and currently conducts such auctions for more than seventeen (17) municipalities in Miami-Dade and Broward Counties, all sold in accordance with Chapter 274 of the Florida Statutes; and

**WHEREAS**, in addition to the auction sales, Bidera also performs the title transfers, collects the sales tax, and provides a detailed report following the auction (collectively, the “Auction Services”) ; and

**WHEREAS**, Bidera LLC does not charge municipalities for its Auction Services;  
and

**WHEREAS**, upon staff's inquiry, Bidera is willing and able to provide the City with Auction Services at no charge to the City, agreeing to provide the pay all of the final sale proceeds to the City within seven (7) days of the sale of the Vehicles; and

**WHEREAS**, the City Manager has recommended that it is in the best interest of the City for the City Council to waive the competitive bid process, pursuant to section 2-321 of the City Code of Ordinances, for the provision of the Auction Services because Bidera is willing to provide Auction Services to the City at no costs, as compared to the costs currently incurred by and through the Miami-Dade County provider which is equal to twenty percent (20%) of the sale proceeds.

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

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

**Section 2. Waiver.** Pursuant to section 2-321 of the City Code of Ordinances, the competitive bid process for the provision of the Auction Services is hereby waived upon recommendation the City Manager on the grounds that it is in the City's best interest to do so because Bidera is willing to provide the Auctions Services at no charge to the City.

**Section 3. Approval.** The agreement with Bidera, in substantially the provided in Exhibit "A", which is attached hereto and incorporated herein and made a part hereof by this reference (the "Agreement"), is hereby approved.

**Section 4. Authorization.** The City Manager is hereby authorized to enter into the Agreement, upon approval by the City Attorney as to form and legal sufficiency, for the sale of the Vehicles in accordance with the terms approved herein.

**Section 5. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 13 day of May, 2015.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY

# EXHIBIT “A”

**AGREEMENT BETWEEN THE CITY OF DORAL  
AND BIDERA LLC FOR SURPLUS PROPERTY SALE**

THIS AGREEMENT (the "Agreement") by and between the City of Doral (hereinafter referred to as "City") and Bidera LLC (hereinafter referred to as "Bidera"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015.

WHEREAS, the City wishes to utilize the services of Bidera for the sale of City surplus properties, including not limited to vehicles (the "Surplus Property"); and

WHEREAS, Bidera wishes to provide this service to City.

NOW, THEREFORE, the parties do mutually agree to the following term and conditions:

1. Term. This Agreement shall commence on \_\_\_\_\_ and continue indefinitely, subject to the right of either party to terminate at any time within 30 days written notice.

2. Services. Bidera agrees to provide the following services to the City regarding the sale of their Surplus Property:

- a) Bidera will advertise and conduct the administrative functions related to the sale of Surplus Property in accordance with Chapter 274 of the Florida Statutes.
- b) The sale of the Surplus Property will be conducted within 60 days following City's written request to auction Surplus Property.
- c) Successful bidders will be notified of their award by Bidera and instructed to pay for their purchase at Bidera's facilities located at \_\_\_\_\_. The City will be paid the full sale price and all proceeds will be made payable to the City within 7 days after the auction.
- d) Upon receipt of payment in full Bidera will provide the buyer with a "Paid in Full" receipt and a "Notice of Award".
- e) Bidera shall conduct itself at all times in a professional manner and assume the duties and responsibilities of a State of Florida licensed organization authorized to perform under the terms of this Agreement.

3. City's Responsibilities: The City will be responsible for the following functions of the sale:

- a) Notification to Bidera of vehicles for sale including the following information: Make, Model, Year, Color, Vehicle Identification Number, Statement as to road operability (running or non-running), and identification of use as a police/fire emergency response unit.
- b) Vehicles must be fully prepared for sale at the time the bid solicitation commences. Preparation of vehicles for sale requires the removal of license plates, removal of emergency or radio equipment, and the removal of any identifying decals or logos.
- c) The following forms must be completed for each vehicle (copies attached) Buyers Guide (completed and affixed to window of vehicle) (please check box for AS-IS NO WARRANTY), and a Certification of Pollution Control Devices or Systems form.
- d) With regards to the City's Surplus Property other than vehicles, the City has identified the properties listed in the attached Exhibit "A" which will be sold by Bidera.
- e) The City will identify: the address/location where the items may be inspected by prospective bidders; the name and telephone number of a contact person who will be available to show items to prospective bidders; and the hours and days when prospective bidders may make appointments to inspect the items, e.g. 8:00 A.M. to 3:00 P.M., Monday through Friday.
- f) The City will retain custody of the vehicle(s) and Certificate(s) of Title, until such time as the City receives the "Paid in Full" receipt issued by Bidera from the awarded bidder at which time the City shall release custody of the vehicle and effect the transfer of the Certificate of title to the awarded bidder.

4. Payment for Services. Compensation for Bidera's services shall be paid by the successful bidder and in addition to the "Paid in Full" amount. Bidera's additional charges to successful bidders shall not be greater than \$\_\_\_\_\_.

5. Indemnification. The City shall indemnify and hold harmless Bidera and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Bidera or its officers, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceeding of any kind arising out of, relating to or resulting from the advertising and sale of City's Surplus Property. The City shall pay all claim and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Bidera, where applicable, which may issue thereon, except if such claims, demands, losses, suits, causes of action or proceedings of any kind arise from the gross negligence or intentional acts of Bidera, its officers, agents and employees. Provided, however, this indemnification shall only be to the

extent and within the limitations of Section 762.28 Florida Statutes, subject to the provisions of that Statute whereby the government entity shall not be held liable to pay personal injury or property damage claims or judgments or portions thereof, which when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$10,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

This Agreement contains the entire understanding between the parties and it may be amended by joint agreement in writing by both parties.

In the event of any legal action between the parties, the parties agree to waive rights to a jury trial; venue for any litigation in Miami-Dade County, Florida and the prevailing party shall be entitled to legal fees and court costs.

BIDERA LLC

CITY OF DORAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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