

**AGREEMENT COVER MEMORANDUM**

To:	Barbara Torres, City Clerk's Office	From:	Tyler Harrel, Finance	Date:	12/11/2017
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

Company:	Bidera LLC
Contract Purpose:	Surplus Auctioneering Services - Purchasing
Contract Description:	Piggy-Back Agreement for Auctioneering Services

Contract Group:	Services (Professional)	Effective Date:	Date of Execution
Agreement Type:	Master	Expiration Date:	Two Years from Date of Execution
Contract Type:	Expense	Renewal Options:	Two (2) additional two (2) year terms
Location:	City Clerk's Office (Routing)	Notice Period:	120
Contract Value:	\$0.00	Notice Date:	TBD
Contract Value Description:	The 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.		

Department:	Purchasing/Contract Administration	Approved by Commission:	Not Applicable
Contract Manager:	TBD	Commission Date (if Approved or Pending):	Not Applicable
Procurement Method:	Piggyback Agreement	For Commission Review:	No
Procurement Summary:	Piggyback Agreement	Reason For Commission Review:	Not Applicable
Account Coding(s):	TBD	Insurance Required:	Yes
		Bonds Required:	N/A

Additional Notes:	None.
Attachments	(2) Originals, Signed/Notarized/Witnessed by Vendor <ul style="list-style-type: none"> Bidera Information Package – (Electronically Sent) North Miami Agreement – (Electronically Sent) North Miami Renewal



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 19th day of December, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

BIDERA LLC, a 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 #34-06-15, 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 35.18(C)(5) of the City of Pembroke Pines 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.

WITNESSETH:

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 #34-06-15 in Exhibit "A" shall be interpreted as pertaining to the City of Pembroke Pines, and all terms and conditions of Exhibit "A" shall be deemed as having been implemented for use within the City of Pembroke Pines. 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 Pembroke Pines and the City Commission of the City of Pembroke Pines.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the **Surplus Auctioneering Services** to the City in accordance with the Scope of the Services outlined in the Article 5 of the City of North Miami Contract # 34-06-15, 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 Auctioneering 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 **two (2) year** period commencing on **the Date of Execution** and ending **two years from the Date of Execution**.

3.2 **This Agreement may be renewed for two (2) additional two (2) 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 Pembroke Pines 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 Pembroke Pines 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 Pembroke Pines 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 Pembroke Pines 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 Pembroke Pines 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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**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 Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, 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 PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: Charles F. Dodge
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

BIDERA LLC

By: [Signature]
Name: Armando Perera
Title: President

STATE OF Florida
COUNTY OF DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Armando Perera 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 11 day of DEC, 2017.

[Signature]
NOTARY PUBLIC

(Name of Notary Public typed or stamped)








Let BIDERA make it Work for You




Bidera is the only Auction Company that accommodates to your Procurement department needs. We help municipalities, cities and counties sell their Surplus in the most advantageous way and still provide stipulated results.

How? By offering diverse ways of selling assets:

-  Live Auctions:
A competitive bidding environment helps achieve a price that reflects current market values.
-  Online-Only Auctions:
Effective in selling everything from single item to a large quantity of items.
-  Simultaneous Live and Online Auctions
Combines the best of live and online auctions, helping attract the greatest number of bidders.




Let BIDERA do the Work for You

Bidera is the only Auction Company that does it all, from the beginning to the end.

-  Beginning: inventory, photograph, descriptions, condition report, advertise & market.
-  Middle: sell, deal with the public, collect funds & sales tax, transfer ownership and dispatch.
-  End: batch credit card payments, account for all funds, provide detailed report, copy of local ads as per statute, and keep sale records for 5 years by law.

Let BIDERA save Money for You

Bidera is the only Auction Company that does not charge for its auction services.

-  No city or county employees needed.
-  All advertising, labor, clerical, stationary, travel & time is all inclusive in our services.
-  How do we make money? Off the buyer's premium only.

BIDERASM



CITY OF HIALEAH

Contact: Anibal Rioseco
Title: Fleet Division Director
Work: (305) 769-7729 Work Fax: (305) 687-2666
Email: arioseco@hialeahfl.gov



TOWN OF MEDLEY

Contact: Janette Said
Title: Chief of Police
Work: (305) 887-9541
Email: jsaid@medleypd.com



CITY OF KEY BISCAYNE

Contact: Lieutenant Steven Capone
Title: Lieutenant
Work: (305) 365-5555
Email: sbcapone@yahoo.com



NORTH BAY VILLAGE

Contact: Bert Wrains
Title: Interim Finance Director
Work: (305) 756-7171 Work Fax: (305) 756-7722
Email: bwrains@nbvillage.com



CITY OF HIALEAH GARDENS

Contact: Manny Carrera
Title: Police Emergency Management Coordinator
Work: (305) 558-3333
Email: mcarrera@cityofhialeahgardens.com



CITY OF MIAMI SPRINGS

Contact: Rosita Hernandez
Title: Procurement Director
Work: (305) 805-5170
Email: rhernandez@miamisprings-fl.gov



CITY OF OPA LOCKA

Contact: Rose McKay
Title: Procurement Director
Work: (786) 385-3853
Email: rmckay@Opalockafl.gov



CITY OF CORAL GABLES

Contact: Steven Riley
Title: Automotive Director
Work: (305) 460-5141
Email: sriley@coralgables.com



CITY OF SWEETWATER

Contact: Jennifer Maroño
Title: Fleet Manager
Work: (305) -200-4555
Email: jennifer@sweetwater.fl.gov



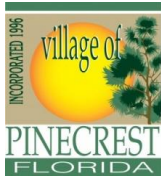
CITY OF WEST MIAMI

Contact: Juan Peña
Title: Public Works Director
Work: (305)266-4214
Email: cwmipena@bellsouth.net



MIAMI SHORES VILLAGE

Contact: Lieutenant David McLeod
Title: Lieutenant
Work: (786)251-7068
Email: david.mcleod@mspd.org



VILLAGE OF PINECREST

Contact: Ivan Osorez
Title: Sergeant
Work: (305)234-2109
Email: losorez@pinecrest-fl.gov



CITY OF SOUTH MIAMI

Contact: Steven Kulick
Title: Purchasing Manager
Work: (305)663-6339
Email: skulick@southmiamifl.gov



VILLAGE OF VIRGINIA GARDENS

Contact: J.R. Lugo
Title: Lieutenant
Work: (305)871-3141
Email: jlugo@vgpd.com



BROWARD COUNTY

Contact: Locksley M. Rhoden
Title: Fleet Management Superintendent
Work: (954)357-6477
Email: lrhoden@broward.org



TOWN OF SURFSIDE

Contact: Patrick McKenna
Title: Sergeant
Work: (305)861-4862
Email: PMckenna@townofsurfsidefl.gov



CITY OF MIRAMAR

Contact: Gary Bannister
Title: Procurement Analyst
Work: (954) 602-3257
Email: gabannister@ci.miramar.fl.us



VILLAGE OF BISCAYNE PARK

Contact: Cornelius McKenna
Title: Chief of Police
Work: (305) 981-4015
Email: policechief@biscayneparkfl.gov



CITY OF DORAL

Contact: Adam N. Temple
Title: Director of Code Compliance
Work: (305) 593-6680 Ext.3200
Email: adam.temple@cityofdoral.com



CITY OF NORTH LAUDERDALE

Contact: George Krawczyk, P.E.
Title: Assistant Public Works / Utilities Director
Work: (954) 597-4756
Email: gkrawczyk@nlauderdale.org



CITY OF DEERFIELD BEACH

Contact: John Cheseborough
Title: Fleet Supervisor
Work: (954) 421-5013
Email: jcheseborough@deerfield-beach.com



HIALEAH HOUSING AUTHORITY

Contact: Jose Martinez
Title: Director of Administration
Work: (786) 525-7563
Email: jmartinez@hialeahhousing.org



SHERIFF'S OFFICE BROWARD COUNTY

Contact: Victor Goizueta
Title: Fire Rescue Fleet Coordinator
Work: (954) 359-1602
Email: victor_goizueta@sheriff.org



CITY OF NORTH MIAMI

Contact: Alberto Destrade
Title: Interim Purchasing Manager
Work: (305) 895-9886
Email: adestrade@northmiamifl.gov



BAL HARBOUR VILLAGE

Contact: Michael Daddario
Title: Captain Bal Harbour Police Dept.
Work: (305) 219-8711
Email: mdaddario@balharbourpolice.org



MIAMI DADE COUNTY PUBLIC SCHOOLS

Contact: Carlos Limon
Title: Director Materials Management
Work: (786) 275-0616
Email: climon@dadeschools.net



CITY OF HOLLYWOOD

Contact: Ralph Dierks
Title: Sr. Procurement Specialist
Work: (954) 921-3223
Email: rdierks@hollywoodfl.gov



**City of Miramar
Interoffice Memorandum
Procurement Department**

TO: Randy Cross, Procurement Director *RC*
FROM: Adriel Brown, Procurement Specialist *AB.*
DATE: February 2, 2015
RE: Liquidation of City-Owned Vehicles and Equipment

The Procurement Department currently manages the disposal of the City's surplus vehicles and equipment.

Auction websites such as PropertyRoom.com as well as Public Surplus were used to sell and dispose of the City's surplus assets. The Procurement Department conducted recent market research for other platforms to dispose of surplus assets. After conducting a thorough comparative analysis of auction companies which included, PropertyRoom.com (NJPA Contract 042911-PRC), Public Surplus and GovDeals, Inc. (Miami-Dade Contract 112-0025-P (NP)), the Procurement Department found that it is in the best interest of the City to utilize BIDERA, LLC as the provider for asset liquidation services.

BIDERA, LLC offers on-line as well as traditional live auction events. BIDERA, LLC provides for a more favorable return from sale of surplus assets. The City would collect the full price from all sales of surplus as there are no fees or charges to the City for these services. All associated fees are collected by BIDERA, LLC from the auction participants.

RMC:ab

SURFSIDE **POLICE**

DAVID ALLEN
CHIEF OF POLICE

Providing the highest level of police service to the community we serve in a professional, courteous, ethical and judicious manner

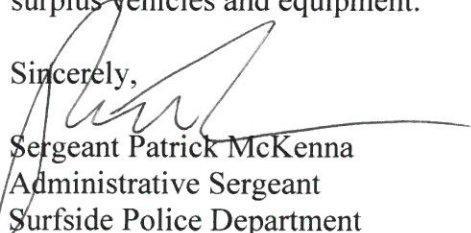
February 24, 2016

Armando Perera
BIDERA LLC Real Estate and Auction Services
4995 NW 72nd Avenue Suite #405
Miami, Fl. 33166

Mr. Perera,

Pursuant to our agreement, BIDERA LLC has the authorization for the sale of surplus vehicles and equipment. The Surfside Police Department therefore authorizes BIDERA LLC to execute "AS IS" sale transactions on behalf of the Surfside Police Department for surplus vehicles and equipment.

Sincerely,



Sergeant Patrick McKenna
Administrative Sergeant
Surfside Police Department
305-861-4862



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Bidera, LLC
4995 NW 72 Avenue
Miami, Florida 33166

May 12, 2014

To Whom It may Concern,

North Bay Village has utilized the services of Armando's Auction for the past 2 years. The company has recently changed the name to BIDERA, LLC but it is the same principles that operate under the new name.

They have been selling our Village's surplus equipment and vehicles for the past 2 years and they have been able to sell them for more than we expected. BIDERA have been very prompt in securing all of the paperwork from the Village as well as very prompt payment of the proceeds from the sale. We usually have all of the proceeds within 5 to 7 business days.

Mr. Armando Perera of BIDERA always follows up with me before as well as after the surplus sale to insure that everything is completed and the Village is satisfied.

I would recommend this person and his firm BIDERA, LLC to any unit of government in the State of Florida for selling their surplus equipment and property.

Please feel free to contact if you have any questions about my experiences.

Bert Wrains, Finance Director
North Bay Village, Florida 33141
305-756-7979

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete
Chief of Police

May 6, 2014

Bidera Auction Services
4995 N.W. 72 Avenue, Suite 405
Miami, Florida 33166

To Whom It May Concern:

It is with great pleasure that the Medley Police Department recommends Mr. Armando Perera of Bidera Auction Services for your surplus auction needs.

I have worked with Mr. Perera and his staff on several auctions. Mr. Perera has always displayed a high degree of integrity, responsibility and professionalism. In his professional capacity as the auctioneer, Mr. Perera, successfully provides auctions for our surplus vehicles and equipment.

It is for the forgoing reasons that the Medley Police Department recommends Bidera Auction Services, who is in good standing with the Medley Police Department as a competent and professional auctioneer.

Should you have any questions and/or need further information, please feel free to contact me at (305) 883-2047.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanette Said Jinete".

Jeanette Said-Jinete
Chief of Police



JSJ/cir

BIDERASM

RICK SCOTT, GOVERNOR

KEN LAWSON, 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, 2017	
BIDERA LLC 4995 NW 72 AVE SUITE 405 MIAMI FL 33166	



ISSUED: 09/01/2015



DISPLAY AS REQUIRED BY LAW

SEQ # L1509010003185

RICK SCOTT, GOVERNOR

KEN LAWSON, 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, 2017	
PERERA, ARMANDO 4995 NW 72 AVE SUITE 405 MIAMI FL 33166	



ISSUED: 09/01/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1509010003174



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

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 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 Ave. Coral Gables FL 33134-6607	CONTACT NAME: Jackie Ortega PHONE (A/C, No, Ext): (305) 445-3535 E-MAIL: jackie.ortega@fortuninsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: United States Liability INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166		

COVERAGES

CERTIFICATE NUMBER: CL1631409095

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2363822	3/5/2016	3/5/2017	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 \$ 1,000,000 Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Real Estate Errors & Omis			REA1550758B	4/11/2016	4/11/2017	\$1,000,000 Ded:\$2,500
B	Auctioneers Error & Omis			SP 1559320A	4/11/2016	4/11/2017	\$1,000,000 Ded:\$2,500

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

CERTIFICATE HOLDER**CANCELLATION**

Bidera LLC 4995 NW 72 Avenue #405 Miami, FL 33166	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 Hector Fortún/IZ
---	---

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Consignor Settlement

Bidera LLC
4995 NW 72 Ave Suite 405
Miami, FL 33166
Phone: 305-822-5000 Fax: 305-822-5007

CO #:	955
Date:	8/20/2014
Page:	1

Consignor

Broward County
 1 North University Drive Suite 3100A, Box 309
 Plantation, FL 33324
 Phone: 954-357-6477 Fax: 954-357-6182

Auction: Broward County Surplus Vehicles 09/0614

Lot#	Description	Quantity	Unit Price	Ext. Price	Comm/BuyBack	Expenses
1	2001 HONDA CIVIC 4DR SEDAN DED CNG 1HGEN26411L000121 MILES 123731	1.00	1,400.00	1,400.00	0.00	0.00 *
2	2000 FORD CONTOUR 4DR SEDAN BIF 1FAFP66Z2YK141320 MILES 36779	1.00	700.00	700.00	0.00	0.00 *
3	1997 FORD F250 PICKUP 3/4 TN UTIL 1FDHF25H7VEC21015 MILES 97111	1.00	1,100.00	1,100.00	0.00	0.00 *
4	2003 CHEVROLET 2500 HD PICKUP 3/4 TN UTIL 1GCHC24U83E293110 MILES 127412	1.00	4,800.00	4,800.00	0.00	0.00 *
5	2001 FORD TAURUS 4DR SEDAN 1FAFP52U61A227519 MILES 130487	1.00	800.00	800.00	0.00	0.00 *
6	1995 FORD TAURUS 4DR SEDAN 1FALP52U5SA271855 MILES 54015	1.00	800.00	800.00	0.00	0.00 *
7	2000 DODGE 1500 CGO 2B7HB11X8YK128642 MILES 105723	1.00	900.00	900.00	0.00	0.00 *
8	1996 OLDSMOBILE CIERA SL 4DR SEDAN 1G3AJ55M0T6410471 MILES 105788	1.00	300.00	300.00	0.00	0.00 *
9	2000 FORD CONTOUR 4DR SEDAN 1FAFP66Z4YK141318 MILES 43760	1.00	800.00	800.00	0.00	0.00 *
10	1999 DODGE 1500 PICKUP 1/2 TN 1B7HC16X8XS270399 MILES 92421	1.00	1,100.00	1,100.00	0.00	0.00 *
11	2002 CHEVROLET CAVALIER 4DR SEDAN 1G1JC524727370115 MILES 92500	1.00	1,200.00	1,200.00	0.00	0.00 *
12	1998 FORD F250 PICKUP 3/4 TN UTIL 1FTPF28W7WNB92174 MILES 116346	1.00	600.00	600.00	0.00	0.00 *

SUBASTAS

SUBASTAS



Absolute Auction
Home Goods & Décor
Friday, September 5 @ 11am
1969 S Park Rd Hallandale

Large Quantities

New Boxed Items

Chargers, Trays, Platters
Gold, Wood, Wicker,
Platinum Ring, Black, White
Variety of Colors/Sizes
Décor Furniture Pieces
Lamps, Book Ends
Magazine Racks, Frames
Wall Décor Pcs/Artwork
Kids Furniture & Toys
Plushes
Piggy Banks, Musical Globes
4,000 Plastic Hangers
Flat Panel TVs/Laptops
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Call Scott Grasso 954-946-9951
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www.elherald.com/class

SUBASTAS

BROWARD COMMISSION

**BROWARD
COUNTY
FLORIDA**

PUBLIC AUCTION "LIVE ONLY"

CARS, PICK-UP TRUCKS,
CARGO & PASS. VANS, SUV'S
SHUTTLE BUSES,
GEM ELECTRIC CARS, GOLF CARTS,
EZ-GO 4X4 ATV CARRYALL 295,
DUMP TRUCKS, BACKHOE LOADERS,
FIRE TRUCKS, HEAVY EQUIP. PARTS
BAGS OF FOREIGN COINS, TOOLS

AUCTION STARTS @ 9am Sharp!
SATURDAY, SEPTEMBER 6, 2014
1600 BLOUNT RD. (NW 30th Ave)
POMPANO BEACH, FL 33069

PREVIEW THURS & FRI 9-4pm
8am to 9am AUCTION DAY.

CASH, CHECK, CREDIT CARDS OK!
EVERYTHING SOLD AS-IS, WHERE IS,
ALL SALES ARE FINAL, NO RETURNS

View pic's: www.BIDERA.us
305-822-5000/AU3744/AB3392/BP7.5%

Clasificados
1-866-860-6000

SUBASTAS



PRIVATE AUCTION

MUST BE PRE-REGISTERED
CUTLER BAY ESTATES
19350 SW 77 Place, Cutler Bay
NOON • SAT • AUGUST 23

NOON • SUN • AUGUST 24
Exquisite California Redwood
Furniture • Upright Piano •
Boehm Ballerina & Complete
Nativity Sets • Cuban-American,
Int'l & Southwestern Art •
Lladro • Daum • Baccarat • Lalique
• Murano • Wedgewood & Dior
China Sets • Humidor • Orientalia
Bronzes • Diamond & Costume
Jewelry • many add'l items
Cks/CC's/15% BP/305-573-1616
AuctioncompanyofAmerica.com
AB1 & 1144/AU2



Public Auction
Closing Manufacturing Plant
Advanced Plastics Industries

Thursday, Sept 4 @ 11am
905 W 19th St Hialeah 33010
Loads of BlowMolding Equip
& Complete Machine Shop
(18) Blow Molding Machines
Haysen/Bekum
Impco/Ingressol/ Unilowy
Rocheleau Tool & Die
AutoRoll Screen Printing Equip
(3) Bradenport MillingMachines
(4) Engine Lathes
Drill Presses/BandSaws
Surface Grinders/Chiller
Tool Cribs/AirCompressor
Loads of Hand/Power Tools
Pallet Jacks/Scales
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CITY OF NORTH MIAMI
SURPLUS AUCTION SERVICES AGREEMENT
(RFQ #34-06-15; Auction Services)

THIS SURPLUS AUCTION SERVICES AGREEMENT ("Agreement") is entered into this ____ day of 12/23/2015, 2015, 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 September 14, 2015, the City of North Miami ("City") advertised ***Request for Qualifications # 34-06-15, Surplus Auction Services Pre-Qualification*** ("RFQ"), 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 times, (collectively referred hereto as "Services"); and

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

WHEREAS, in response to the RFQ, Vendor submitted its sealed Qualifications 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, on October 29, 2015, Vendor was ranked as the most responsive, responsible respondent for the provision of Services; and

WHEREAS, on November 24, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-125, authorizing the City Manager to execute this Agreement for the provision of Services, as beneficial to the health, safety and welfare of all City residents.

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 Qualifications No. 34-06-15, Surplus Auctions Services Pre-Qualification***, attached hereto by reference;

2.1.2 Vendor's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Resolution No. 2015-R-125, passed and adopted by the Mayor and City Council on November 24, 2015, approving Vendor's selection and authorizing the execution of this Agreement, attached hereto as Exhibit "A";

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 RFQ.

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 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the initial term of the Contract will be for a period of one (1) year, with the first six (6) months being a trial period. If the services provided by Vendor are satisfactory, as determined by the City Manager at the conclusion of the six-month trial period, the Contract term will then continue through the expiration of the initial term. The City Manager shall have the option to renew the Contract in writing and upon the same pricing, terms and conditions at the expiration of the initial term for two (2) additional, one (1) year periods.

3.2 Commencing on the date this Agreement is executed, unless terminated earlier by the City. Vendor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will 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. This Agreement shall remain in full force and effect until the completion of Services by the Vendor and the acceptance of Services by the City.

3.3 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Vendor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Vendor's ability to perform Services or any portion thereof, the City may request that the Vendor, within a reasonable time frame set forth in the City's request, 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.

3.5 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

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
4995 Northwest 72nd Avenue
Suite 405
Miami, FL 33166
Phone: (305) 822-5000

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.

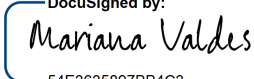
15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

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.

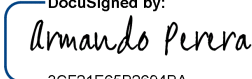
15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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

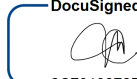
ATTEST:
Corporate Secretary or Witness:

By: 
54E3635807BD4C3...
Mariana valdes
Print Name: _____
Date: 12/23/2015

Bidera, LLC, a Florida Limited Liability Company:
“Vendor”

By: 
3CF21E65B2694DA...
Armando Perera
Print Name: _____
Date: 12/17/2015

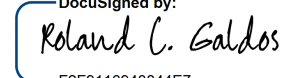
ATTEST:

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

City of North Miami, a Florida municipal corporation:
“City”

By: 
FDAE1897923F40D...
Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
F2F9116943844E7...
Roland C. Galdos, Esq.
Interim City Attorney

RESOLUTION NO. 2015-R-125

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF BIDERA LLC, AS THE HIGHEST RANKED FIRM TO PROVIDE PUBLIC AUCTION SERVICES FOR THE DISPOSITION OF SURPLUS ITEMS BY THE CITY, INCLUDING VEHICLES, OFFICE EQUIPMENT, FURNITURE, AND SEIZED PROPERTY; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE PROVISION OF PUBLIC AUCTION SERVICES, WITH AN INITIAL TERM OF ONE (1) YEAR AND TWO (2) OPTIONS TO RENEW ON A YEARLY BASIS, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR QUALIFICATION SURPLUS AUCTION SERVICES PRE-QUALIFICATION RFQ NO. 34-06-15; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, in September 14, 2015, the City of North Miami ("City") advertised *Request for Qualification Surplus Auction Services Pre-Qualification RFQ No. 34-06-15* ("RFQ"), seeking competitive sealed qualifications from qualified licensed auctioneering firms to furnish all labor, machinery, supervision, expertise and services required to conduct public auctions of surplus items by the City including vehicles, office equipment, furniture and seized property, in accordance with the terms conditions and specifications contained in the RFQ (collectively referred hereto as "Services"); and

WHEREAS, in response to the RFQ, Bidera LLC ("Vendor") submitted its qualifications and was competitively selected by City administration as the highest ranked firm, with qualifications and references demonstrating to be the most advantageous to the City in the provision of Services; and

WHEREAS, the Vendor manifested the capability and willingness of providing Services at no cost to the City, and instead will charge the highest bidder of the auctioned property the amount of ten (10) percent of the bid price; and

WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Vendor and further authorize an agreement for an initial term of one (1) year with two (2) options to renew on a yearly basis, for the provision of Services; and

WHEREAS, the Mayor and City Council find the selection of Vendor to be in the best interest of the City, and that the provision of Services are designed to protect the public health, safety, and welfare.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the City administration's competitive selection of Bidera LLC, as the highest ranked firm to provide public auction services for the disposition of surplus items by the City, including vehicles, office equipment, furniture, and seized property.

Section 2. **Authority of Interim City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager to negotiate and execute an agreement for the provision of public auction services, with an initial term of one (1) year and two (2) options to renew on a yearly basis, in accordance with the terms, conditions and specifications contained in the *Request for Qualification Surplus Auction Services Pre-Qualification RFQ No. 34-06-15*.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 24th day of November, 2015.




DR. SMITH JOSEPH
MAYOR

ATTEST 

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Keys

Seconded by: Galvin

Vote:

Mayor Smith Joseph, D.O., Pharm. D.

Vice Mayor Carol Keys, Esq.

Councilman Scott Galvin

Councilman Philippe Bien-Aime

Councilman Alix Desulme

X (Yes) (No)

X (Yes) (No)

X (Yes) (No)

X (Yes) (No)

X (Yes) (No)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

BIDERA LLC

Filing Information

Document Number	L13000090491
FEI/EIN Number	46-3100185
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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

11/9/2015

Detail by Entity Name

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

Annual Reports

Report Year	Filed Date
2014	01/30/2014
2015	09/30/2015

Document Images09/30/2015 -- REINSTATEMENT[View image in PDF format](#)01/30/2014 -- ANNUAL REPORT[View image in PDF format](#)06/24/2013 -- Florida Limited Liability[View image in PDF format](#)

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State of Florida, Department of State

Option to Renew Letter



October 24, 2017

Bidera, LLC
ATTN: Armando Perera, President
4995 NW 72 Ave
Miami, FL 33166

RE: CONTRACT NO.: RFQ 34-06-15
CONTRACT TITLE: Surplus Auction Services

EXPIRATION DATE: December 22, 2017
RENEWAL NO.: 2 of 2

Dear Mr. Perera,

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

The renewal period shall be effective from **December 23, 2017** through **December 22, 2018**. 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 approval from the City Manager.

Please acknowledge receipt of this letter by no later than **October 30, 2017** by signing below and returning this letter, along with copies of your updated insurance certificates, 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,

A handwritten signature in blue ink, appearing to read "Alberto Destrade".

Alberto Destrade
Purchasing Director

I HEREBY ACKNOWLEDGE RECEIPT AGREEMENT
OF THIS LETTER & WILL SUBMIT COMPLIANCE
DOCUMENTS AS REQUIRED:

Bidera, LLC
Company Name

A handwritten signature in black ink, appearing to read "Armando Perera".
Signature

Armando Perera, President
Print Name and Title

11/2/2017
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2017

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 Ave. 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
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale INSURER B: United States Liability Ins. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 17/18 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2608003	03/05/2017	03/05/2018	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				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						Employee Benefits \$
B	Real Estate Errors & Omis Auctioneers Error & Omis			REA1550758C/SP1559320B	04/11/2017	04/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							REA/ Ded: \$2,500 \$1,000,000
							SP/ Ded: \$2,500 \$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 with regard when required by a written contract agreement.

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
601 City Center Way

Pembroke Pines

FL 33025

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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**AGREEMENT COVER MEMORANDUM**

To:	Barbara Torres, City Clerk's Office	From:	Dominique Rojas, Contracts	Date:	01/03/2020
Please route the two (2) attached agreements, as described below, for execution and return one (1) executed copy to me.					

Company:	Bidera LLC
Contract Purpose:	Surplus Auctioneering Services
Contract Description:	Piggy-Back Agreement for Auctioneering Services

Contract Group:	Services (Professional)	Effective Date:	12/20/2019
Agreement Type:	First Amendment	Expiration Date:	12/20/2021
Contract Type:	Expense	Renewal Options:	1 additional 2-year term remaining.
Location:	City Clerk's Office (Routing)	Notice Period:	150
Contract Value:	\$0.00	Notice Date:	07/23/2021
Contract Value Description:	The vendor shall provide surplus auctioneering 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 percent (10%) of the bid price.		

Department:	Purchasing	For Commission Review:	No	
Contract Manager:	Gabriel Fernandez, Mark Gomes	Approved by Commission:	Not Applicable	
Procurement Method:	Renewal Agreement	Commission Date:	Not Applicable	
Procurement Summary:	Renewal Agreement	Final Motion:	Not Applicable	
Account Coding(s):	TBD	Reason For Commission Review:	Not Applicable	
		Insurance Required:	Yes	Approved by Risk Dept.: Yes
		Bonds Required:	N/A	N/A
Reviewed by Dept. Head:	Renewal Agreement			
Procurement Approval:	Renewal Agreement			
Additional Notes:	None.			
Attachments	(2) Original, Signed/Notarized/Witnessed by Vendor <ul style="list-style-type: none"> Certificate of Liability Insurance 			
Agreement Cover Memo Reviewed by:	X  Oniel Garcia			
	Date <u>02/03/2020</u>			



**FIRST AMENDMENT TO CONTRACTUAL
SERVICES AGREEMENT BETWEEN THE CITY
OF PEMBROKE PINES AND
BIDERA LLC**

THIS IS AN AGREEMENT ("Agreement"), dated this 6th day of February,
2020 *nunc pro tunc* December 20, 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized
and operating under the laws of the State of Florida, with an address of 601
City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as
"CITY",

and

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

WHEREAS, pursuant to **Section 35.18(C)(5)** of the City of Pembroke Pines Code or
Ordinances, the CITY reviewed the scope of services of the competitively bid City of North Miami
Contract, and determined that the agreement shall be utilized by the CITY to provide Surplus
Auction Services; and,

WHEREAS, on **December 19, 2017**, the CITY and CONTRACTOR entered into the
Contractual Services Agreement ("Original Agreement") for an initial **two (2) year period**,
commencing on **December 19, 2017** and expiring on **December 19, 2019**; and

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the
expiration of the initial term for **two (2) additional two (2) year terms** evidenced by a written
amendment to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of
the Agreement and desire to amend the Original Agreement and renew the terms of their contractual
relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions
required by statutory amendments imposed since the Parties entered into the Original Agreement;
and,

WHEREAS, the Parties further desire to execute the first **two (2) year renewal** option and
amend the Original Agreement, in accordance with the terms and conditions set forth herein.



WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article 4 of the Original Agreement, entitled "Compensation and Method of Payment" is hereby amended by the addition of Section 4.3 as set forth below:

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 3. Article 7 of the Original Agreement, entitled "Insurance" is hereby amended as set forth below where Section 7.6.1.2 and Section 7.6.5 are reserved:

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. Reserved
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

7.6.5 Reserved.

SECTION 4. Article 18 of the Original Agreement, entitled "Public Records" is hereby amended to update the address of the Custodian of Public Records as set forth below:

**CITY CLERK
601 CITY CENTER WAY, 4TH FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 5. Article 19 entitled "Miscellaneous" is hereby amended by the addition of Section 19.17, as set forth below:

19.17 Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott



Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

19.17.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.17.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.17.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.17.2.2 Is engaged in business operations in Syria.

SECTION 6. The Original Agreement, is hereby renewed for the first **two (2) year** renewal period commencing on **December 20, 2019** and terminating on **December 20, 2021**.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, 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.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

M. D. Graham
MARLENE D. GRAHAM,
CITY CLERK

BY: Charles F. Dodge

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Erin Serna
Print Name: _____
OFFICE OF THE CITY ATTORNEY



WITNESSES

CONTRACTOR:

BIDERA LLC

BY: Ammando Perera

Print Name: _____

Title: President.

Print Name

Print Name

STATE OF Florida)

COUNTY OF Miami Dade) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ammando Perera as President of **BIDERA LLC**, an organization 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 6 day of January, 2020.



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

Anabel Diaz
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2020

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 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															
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER B: Infinity Commercial Auto</td><td>11738</td></tr><tr><td>INSURER C: United States Liability Ins.</td><td>25895</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B: Infinity Commercial Auto	11738	INSURER C: United States Liability Ins.	25895	INSURER D:		INSURER E:		INSURER F:	
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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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CPS2965440	03/05/2019	03/05/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y		509-80004-0601-001	07/20/2019	07/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						Underinsured motorist \$ 20,000 p/accident
	EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		REA1550758E/SP1559320D	04/11/2019	04/11/2020	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Real Estate Error & Omissions						Ded: \$2,500 \$1,000,000
	Auctioneers Error & Omissions						General Aggregate \$2,000,000
							Each Occurrence \$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 regarding General Liability when required by a written contract agreement.

CERTIFICATE HOLDER**CANCELLATION**City of Pembroke Pines
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