

**FIRST AMENDMENT TO
SURPLUS AUCTION SERVICES AGREEMENT
(RFQ #34-06-15; Auction Services)**

THIS FIRST AMENDMENT TO SURPLUS AUCTION SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of 3/1/2016, 2016, 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 items (collectively referred hereto as “Services”); and

WHEREAS, in response to the RFQ, Vendor submitted its sealed Qualifications for the provision of professional 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, approving the selection of Vendor, and authorized the Interim City Manager to negotiate and execute an agreement for the provision of Services (“Agreement”); and

WHEREAS, in accordance with Resolution No. 2015-R-125, the City and Vendor executed the Agreement on December 23, 2015; and

WHEREAS, the City desires to amend the Agreement to include pricing for auctioning police forfeitures at specific rates (“Additional Services”) enumerated herein; and

WHEREAS, the Interim City Manager finds that entering into this First Amendment with Vendor for the provision of Additional Services, pursuant to the terms, conditions, and specifications contained in the Contract Documents, is in the best interest of the City.

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

1. **ARTICLE 4. COMPENSATION** – Section 4.1 of the Agreement is hereby amended to include Additional Services (i.e., pricing for auctioning police forfeitures), as follows: Vendor shall be allowed to deduct five percent (5%) of the bid price paid to the City and to charge the winning bidder a fifteen percent (15%) premium on the bid price (such premium to be paid by the winning bidder and not the City).
2. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
3. This First Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns, and personal representatives.
4. All other terms, conditions and requirements of the Agreement which have not been modified by this First Amendment, shall remain in full force and effect.
5. The Parties agree that this First Amendment is incorporated into and made part of the Agreement executed by the Parties on December 23, 2015, attached hereto as “Exhibit A”².
6. This First Amendment 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:
Corporate Secretary or Witness:

Bidera, LLC, a Florida limited liability company,
"Vendor":

By: DocuSigned by:
Mariana Valdes
54E3635897BB4C3...
Mariana Valdes
Print Name: _____
Date: 3/1/2016

By: DocuSigned by:
[Signature]
3CE21E65B2694BA...
Armando Perera
Print Name: _____
Date: 3/1/2016

ATTEST:

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

By: DocuSigned by:
[Signature]
2C7040872EE8414...
Michael A. Etienne, Esq.
City Clerk

By: DocuSigned by:
Arthur H. Sorey
EDAE1897923F40D...
Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: DocuSigned by:
Roland C. Galdos
F2F0146943844E7...
Roland C. Galdos, Esq.
Interim City Attorney