



**ADDENDUM No. 2**  
**FEBRUARY 11, 2019**

Solicitation Title: Surplus Auction Services

Solicitation No.: RFP 23-18-19 Opening Date: **TUESDAY, FEBRUARY 19, 2019**  
**BY NO LATER THAN 3:30 PM**

Attention all potential bidders:

- MUST Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be acknowledged on Form "A-5. Failure of a Submitter to acknowledge the addenda may be cause for rejection of the bid.

**To all prospective bidders, please note the following changes and clarifications:**

1. Section 2.6 "**INSURANCE AND INDEMNIFICATION**" is revised as follows:

**Respondents must submit with their responses**, proof of insurance meeting or exceeding the following coverage **OR** a letter of intent to provide the following requirements if awarded a Contract:

**2.6.1 COMMERCIAL GENERAL LIABILITY for AUCTIONEERS**

Minimum limit of \$1 Million per occurrence, to include coverage for Bodily Injury, Property Damage, Products Completed Operations, Personal/Advertising Injury and Medical Expense. This policy shall be written on an occurrence basis.

Prospective Vendor shall also carry consignment coverage for property of the City in its care, custody and control. If an All Risk Property policy is secured to meet this requirement, the City shall be named loss payee on such policy pertaining to property stored at Vendor's location.

**2.6.2 COMMERCIAL AUTOMOBILE LIABILITY**

Minimum limit of **\$1 Million**, covering any auto including owned, non-owned, hired or leased. In the event Vendor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Vendor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Vendor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

### 2.6.3 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of **\$1,000,000** per accident for bodily injury or disease.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's **Risk Management Director** prior to signing of Contract. Vendor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Vendor.

Vendor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Vendor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Vendor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Vendor under the Contract.

Vendor shall indemnify and hold harmless the City of North Miami 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 an Agreement by the Vendor or its employees, agents, servants, partners principals or Sub-Consultant.

Vendor 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 ensue thereon.

Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor 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; **neither shall their immunities granted to the City by Florida Statute 726.28 be waived.**

The Vendor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

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For any other questions, clarification can be found in the specifications.  
All other terms, conditions and specifications remain unchanged for this solicitation.

**End of Addendum**