



## **REQUEST FOR PROPOSALS**

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### **SURPLUS AUCTION SERVICES RFP No. 29-24-25**

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**DATE OF ADVERTISEMENT**  
MONDAY, MARCH 24, 2025

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**  
WEDNESDAY, APRIL 9, 2025, BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

**PROPOSAL SUBMITTAL DEADLINE**  
MONDAY, MAY 12, 2025, BY NO LATER THAN 3:30 PM (LOCAL TIME)

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**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, FIRST FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FLORIDA 33161-4116**

The responsibility for submitting a Response to this Solicitation in a timely manner to the City Clerk's Office on or before the stipulated date and time rests solely with each Respondent. Failure to submit a Response in a timely manner will result in a rejection of the Bid Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 866-273-1863 and request Document No. 29-24-25 or by visiting our website at: <https://www.northmiamifl.gov/bids.aspx>

Contact Person: Ebony Daniels Graham, Assistant Purchasing Director  
Email: [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) - Telephone: (305) 895-9886



The City of North Miami (City) is hereby soliciting proposals from qualified and experienced firms to provide Surplus Auction Services for City-owned surplus vehicles, heavy equipment and machinery, office equipment and furniture, and forfeiture property seized by the North Miami Police Department.

Please submit one (1) original Proposal, two (2) copies of the original Proposal and one (1) digital copy on a USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

**“IMPORTANT - SOLICITATION ENCLOSED”**  
**Surplus Auction Services**  
**RFP No. 29-24-25**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date	MONDAY, MARCH 24, 2025	
Deadline for Questions or Request for Clarification	WEDNESDAY, APRIL 9, 2025	3:30 pm
Proposal Submittal Deadline	MONDAY, MAY 12, 2025	3:30 pm
Evaluation Committee Interviews	To Be Determined	
City Council Approval Date	To Be Determined	

*The City of North Miami reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.*

**CONE OF SILENCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “D”** for further information).

We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade*

Alberto Destrade,  
Purchasing Director

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All of our contract forms are fill-in electronically and are accessible at the following link:

<https://www.northmiamifl.gov/217/ContractForms>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-3(a) Statement of Intent
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Subcontractors and Suppliers
- A-7 General Insurance Requirements
- A-14 References

**SECTION 1.0**  
**INSTRUCTIONS TO PROPOSERS /**  
**GENERAL TERMS AND CONDITIONS**

**1.1 DEFINITIONS**

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City of North Miami comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive officer of the City or his designee.
- d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- e) "Contractor" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- f) "Department" means a department of the City, as may be designated herein.
- g) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- h) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures or other types of business organization submitting a response to this Solicitation.
- i) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.
- j) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- k) "Subcontractors" or "Sub-consultant" shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.

l) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

**1.2 CITY OVERVIEW**

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost-effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

**1.3 INVITATION**

This invitation is extended to Respondents that can provide the requirement(s) specified herein.

The requirements presented in this Solicitation represent the City's anticipated needs.

#### **1.4 PUBLIC ENTITY CRIMES AFFIDAVIT**

The Public Entity Crime Affidavit, (**Contract Form "A-1"**) referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, or is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements

#### **1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST**

Any Respondent, or any of its suppliers, subcontractors/sub-consultants, vendors, or consultants who shall perform work, which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

#### **1.6. LOBBYING**

All Respondents, their agents and subconsultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any

purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

#### **1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

#### **1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of a written addenda to be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 866-273-1863 and requesting the corresponding document number.

#### **1.9. VERBAL REPRESENTATION**

No verbal representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

#### **1.10. ADDENDA**

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (<https://www.northmiamifl.gov/bids.aspx>) and on DemandStar at [www.demandstar.com](http://www.demandstar.com) at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 866-273-1863 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the DemandStar can be downloaded.**

#### **1.11. CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

#### **1.12. PROTEST**

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

#### **1.13. CONTRACT**

The selected Respondent understands that this Solicitation or the response thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

#### **1.14. COSTS OF PROPOSAL**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

**1.15. TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

**1.16. SUBMITTAL AND OPENING OF PROPOSALS**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses that are not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

**1.17. ASSIGNMENT OF PROPOSAL(S)**

A Respondent shall not transfer or assign its response to a third party following the submission of a Proposal to the City.

**1.18. WITHDRAWAL OF PROPOSAL**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

**1.19. PUBLIC RECORDS AND EXEMPTIONS**

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

**1.20. REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- a) When such rejection is in the interests of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsive; or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract, nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

**1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

**1.22. EVALUATION COMMITTEE**

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's evaluation and final recommendation for award shall then be submitted to the City Manager by the Purchasing Department.

**1.23. CITY MANAGER'S REVIEW**

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or

- c) Reject all Proposals.

**1.24 CITY COUNCIL REVIEW**

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

**1.25 CONTRACT AWARD**

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

**1.26 NON-RESPONSIVE PROPOSALS**

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to

perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

### **1.27 CONE OF SILENCE**

See **Appendix "D"** of this Solicitation.

### **1.28 RESPONDENTS' DISCLOSURE OF SUBCONTRACTORS AND/OR SUBCONSULTANTS**

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement may render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (See "Form A-6").

### **1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at [www.northmiamifl.gov](http://www.northmiamifl.gov).

It is the sole responsibility of the business entity to contact the City and update any changes to

their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

### **1.30 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative. All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

### **1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

### **1.32 LOCAL VENDOR PREFERENCE**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10)

percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must complete and submit **Contract Form A-3** to certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit **Contract Form A-6** with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

### **1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the

Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

### **1.34 MODIFICATION OF PROPOSAL**

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

### **1.35 TRUTH IN NEGOTIATION STATEMENT**

Not Applicable.

### **1.36 LATE SUBMITTALS**

The City will not accept Proposals received after the bid submittal deadline has passed and encourages early submittal.

### **1.37 ATTORNEYS' FEES**

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, 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 the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

### **1.38 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial

vendors or Respondents providing professional services on Work assigned to the selected Respondent.

All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

**1.39 CONSTRUCTION SERVICES**

Not Applicable.

**1.40 THE CITY OPTIONS**

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation. The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

**1.41 USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES**

Subject to the mutual consent of the parties, the pricing, terms and conditions of this Solicitation and resulting contract, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The City of North Miami, Florida, hereinafter referred to as the “City”, is soliciting proposals from qualified and experienced firms to provide Surplus Auction Services for City-owned surplus vehicles, heavy equipment and machinery, office equipment and furniture, and forfeiture property seized by the North Miami Police Department.

### **2.2 TERM OF CONTRACT**

The initial term of the Contract shall be for three (3) years. This Contract shall remain in effect for the entirety of the initial term, provided that the Services rendered by the Vendor(s) during the Contract period are satisfactory.

### **2.3 OPTION TO RENEW**

The City Manager or duly authorized designee reserves the sole option to renew this Contract for up to two (2) additional two (2) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his/her authorized designee and continued satisfactory performance by the Firm in accordance with the Scope of Work stated herein.

### **2.4 METHOD OF AWARD**

See **Section 5** for method of evaluation and award.

### **2.5 MINIMUM QUALIFICATIONS**

To be eligible to respond to this Solicitation, the Respondent must demonstrate that they have sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

#### **2.5.1 LICENSING REQUIREMENTS**

In order to be considered a responsible and responsive vendor for the scope of work set forth in this RFP solicitation, the firm shall possess the following licenses and shall include a copy of each one in their Proposal:

Those qualifications are as follows:

- State of Florida Auction Business License
- State of Florida Auctioneer License

**2.5.2** The successful firms must be properly registered with the Department of Business and Professional Regulation to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida Division of Corporation records.

**2.5.3** The successful firm must have a minimum of three (3) years business experience in providing auction services.

**2.5.4** References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has

provided similar services within the last five (5) years. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for services provided for the City of North Miami.

***NOTE: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.***

### **2.5.5 Joint Ventures**

All proposers intending to submit a proposal as a joint venture are required to have filed proper documents with the Florida Department of Business and Professional regulation and any other state or local licensing agency prior to submitting their proposal (see Section 489.119, Florida Statutes). Respondents shall submit a fully executed copy of their joint venture must also and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

## **2.6 INSURANCE AND INDEMNIFICATION**

**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**

Minimum limit of **\$1 Million** per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expenses.

### **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 Manager 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.

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.

## **2.7 FAILURE TO PERFORM**

If in the opinion of the City's representative the Vendor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Vendor that the City will terminate the contract.

If at any time the City shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Vendor to discontinue all Work under Contract. The Vendor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

## **2.8 FEDERAL AND STATE REGULATIONS**

The Vendor shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

## **2.9 ACCEPTANCE OF SERVICES BY THE CITY**

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

## **2.10 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided by in this Solicitation, the Vendor shall furnish all labor, materials, equipment and coordination of services as necessary for successful Contract performance.

## **2.11 NO DAMAGES FOR DELAY**

The Vendor shall not be entitled to an claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the service from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Vendor's control, or by delay authorized by the City, or by other causes which the Vendor determines may justify delay. The Vendor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Vendor or delays in the Vendor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Vendor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Vendor is entitled to a time extension for the delay. The failure of the Vendor to give such notice shall constitute a waiver of any claim under this section.

## **2.12 CITY COUNCIL MEETING**

The Vendor must be available to attend City Council meetings when required. Vendor must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

## **2.13 SOLICITATION CLARIFICATIONS AND INQUIRIES**

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Proposals must be submitted in writing by email. The Solicitation number and title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after said deadline.

## **2.14 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

## **2.15 CONDITIONS OF PROPOSALS**

**2.15.1** Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

**2.15.2** Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

**2.15.3** Public Opening – All Proposals will be publicly opened at the time and place specified.

**2.15.4** Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successful qualified Vendors shall be notified in writing of award.

**2.15.5** Contract - A Contract (the "Agreement") will be awarded in accordance with City Council, and Florida Statutes, by the City Council. The City reserves the right to execute or not execute, as applicable, a contract with the Vendor(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Vendor as is in the City's best interest.

**END OF SECTION**

**SECTION 3.0**  
**SCOPE OF SERVICES/  
TECHNICAL SPECIFICATIONS**

**3.1 BACKGROUND INFORMATION**

The City has issued this Solicitation seeking Proposals from qualified and experienced Respondents to provide auction services for City surplus items. The selected Respondent(s) shall provide auction services for items including, but not limited to vehicles, mechanical equipment, office equipment, furniture and police forfeiture items.

**3.2 AUCTION REQUIREMENTS**

The selected vendor shall conduct public auctions and comply with the following requirements:

- a) Auctions shall be open to the public and not restricted to any particular group of people.
- b) Auctions shall comply with all applicable local, state and federal laws and regulations.
- c) Sale of property shall be made only to the highest responsible bidder.
- d) Auctioneer shall collect all sales tax and make restitution to the State in accordance with all applicable requirements.
- e) The auctioneer shall maintain a mailing list of prospective buyers and shall mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons.
- f) Maintain an active website and post auction information with a sales schedule on said website.
- g) Photograph and adequately describe all items to be auctioned.
- h) Auctioneer shall turn in any found articles that are found while preparing auction items within five business days to the City.
- i) Include the City of North Miami's items on the Auctioneer's website.
- j) Maintain records considered necessary by the City other than those provided by the auctioneer.
- k) Provide on-site supervision and security during all pre-bid inspection periods and auctions at its facility, if applicable.
- l) Ensure that all parties are notified that all items for both onsite and online auctions are being sold "as is".
- m) The auctioneer shall provide at their own expense all required legal advertising to comply with State Statutes regarding the sale of public property and shall at their promote the auctions.
- n) At the close of each auction, the company shall, at the request of the City, return all unsold City property (including titles and power of attorney) to the City. At the discretion of the City, the company may be required to retain possession of the unsold property until the next auction, but no more than sixty (60) days after the first auction date. The auctioneer shall remain responsible for this property and provide all customary and reasonable care to safeguard City assets.

### **3.3 SURPLUS PICKUP AND COORDINATION**

- a) Services shall include, but are not limited to loading, uploading and transporting property to the auction site and if temporary storage is required, the Auctioneer shall ensure that Garage Keeper Insurance is obtained and maintained for the duration of the storage period.
- b) Auctioneers shall pick up and transport vehicles in a timely manner, working closely with the Public Works Fleet Division to ensure knowledge of the schedule, receipt of titles and removal of vehicles, as required. The designated representative shall contact the City's representative prior to the anticipated pickup to schedule dates, time, and route.
- c) Auctioneer shall be responsible for coordinating pickup of City surplus items and vehicles. A point of contact must be designated by the auctioneer for this contract.
- d) Auctioneer's point of contact shall be responsible for any planning, scheduling, site review, and identification of any special requirements or emergency surplus pickup during the contract term.
- e) The City reserves the right to request replacement of a designated representative if it finds that the individual is not responsive or compatible.
- f) The auctioneer shall receive and protect all City property delivered to the auctioneer for the purpose of sale at the public auction for a period of up to sixty (60) days prior to the designated public auction date. The auctioneer shall replace or compensate the City at present value for any property lost, stolen or destroyed while in the care, custody or control of the company.

### **3.4 AUCTION REPORTING**

- a) Auctioneer shall maintain and keep all reports and records necessary to comply with all applicable federal, state, and local laws. Documentation must be maintained for a minimum of five years.
- b) Maintain an electronic back-up system for reports and records. A copy of records shall be made available to the City upon receipt of written request.
- c) A computer-generated report shall be generated with the check no later than the 10th day of the month following the auction. This report shall include the following:
  - i. Number of lots sold
  - ii. Buyer's name and contact information
  - iii. Sales price
  - iv. Commission charged and net proceeds
  - v. Expenses for transport of vehicles and miscellaneous expenses
  - vi. Lot description including City property numbers and tracking numbers from the report submitted by the City.
- d) When applicable, disposal records shall be itemized and the method of disposal stated, with specific details for any items deemed hazardous

**END OF SECTION**

## **SECTION 4.0 PROPOSAL FORMAT**

### **I. PROPOSAL FORMAT**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. In addition, when submitting your one (1) complete electronic copy on USB Flash Drive in Adobe format be sure to label it with your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

#### **A. COPIES**

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, two (2) copies of the original Proposal must also be submitted. If your proposal copies are incomplete your Proposal may be deemed non-responsive. One (1) USB (must be clearly labeled with Company Name, Solicitation No. & Title) containing a digital copy of your proposal is also requested with this Solicitation.

#### **B. SUBMITTAL**

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation by no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED. PROPOSALS RECEIVED AFTER THE TIME AND DATE FOR RECEIPT OF PROPOSALS WILL BE RETURNED UNOPENED. EACH RESPONDENT SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY AT THE LOCATION DESIGNATED FOR RECEIPT OF QUALIFICATIONS.**

Address your Proposal to:

City of North Miami  
Office of the City Clerk  
776 N E 125<sup>th</sup> Street  
North Miami, Florida 33161.

**Proposals shall be submitted in a sealed package and must be clearly marked on the *outside* of the package with a label as set forth below:**

**“IMPORTANT - SOLICITATION ENCLOSED  
SURPLUS AUCTION SERVICES  
RFP No. 29-24-25  
Respondent Name: \_\_\_\_\_”**

## II. MANDATORY SUBMITTAL REQUIREMENTS

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

### A. Cover Page (See Appendix “A” of this RFP)

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

### B. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

### C. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit a copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office, which will handle the City’s account and the number of professional staff personnel at the office.

### D. Firm’s Related Experience and Qualifications (30 Points)

Indicate the firm’s experience in providing auction services similar in scope to those described in this Solicitation. Provide information regarding past performance and a list of clients, particularly Florida public agencies.

Describe any other experiences related to the work or services described in the Scope of Services, and any other information that may be specific to the requirements.

Respondents must submit a Qualification Statement. Provide a list of personnel and managers to be used and their qualifications. Licenses, certifications and any other pertinent information shall be included for each team member. Provide any other documentation which demonstrates the Respondent’s ability to satisfy all of the minimum qualification requirements. Licenses and any other pertinent information should meet the minimum qualification requirements described in the RFP

Respondent must clearly reflect in its proposal any Subcontractors to be utilized. The City retains the right to accept or reject any Subcontractors proposed.

**E. Proposed Approach and Methodology (30 Points)**

Describe your firm's proposed methodology and approach to providing the services requested in this Solicitation including your firm's:

- a. Suitability of the methodologies and approaches used in achieving tasks
- b. Overall organization to providing the required services.
- c. Ability to meet desired timelines and deadlines.
- d. Describe promotion/marketing and provide sample materials of marketing services to include print ads, on-line ads, e-mails and trade publications currently utilized for clients.
- e. Describe a typical auction process including tasks to be completed by the auctioneer and the City.
- f. Provide information on employees, facilities (including a dry secure storage area for surplus items) and equipment to provide the auction services detailed herein and required for the City.

**F. Cost Proposal (20 Points)**

Respondents shall submit as part of their submittal a Cost Proposal detailing all commission percentages and buyer premiums to be retained by the vendor as well as any other fees and costs associated with the provision of the services described in this Solicitation.

The Cost Proposal must include, but not be limited to, the following:

- Vehicles and Heavy Equipment
- Police Forfeiture Items
- Office Furniture and Equipment

**G. Certified Minority Business Enterprise (5 Points)**

In accordance with Florida Statute 287.055, please indicate if your firm is a certified Minority Business Enterprise and, if so, provide a copy of that certification. To qualify, the Respondent must be certified by a public agency at the time of submittal of Proposal

**H. References (10 Points)**

Indicate at least three (3) clients with whom the City may speak with during the evaluation phase. **(Form A-14)**

The Respondent must provide references for at least three (3) clients for projects similar to the Solicitation. Past projects must have been completed within the last five (5) years from proposal submission. Respondents are expected to provide information on each project by including Form A-14 in their response. If these forms are not utilized, the respondent must provide identical information to the City for evaluation purposes.

***NOTE: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.***

**I. Office Location (5 Points)**

Each Respondent shall state their location with respect to the City of North Miami and shall demonstrate their ability to respond to requests in a timely manner by providing examples of past performance in this area.

**J. Local Business Preference**

This RFP is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. **Failure to submit the required documentation may render the Respondent ineligible for local preference.**

**K. Additional Information**

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

**L. Litigation**

Provide a listing of all lawsuits or proceedings involving the Respondent within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.

**M. Insurance Requirements**

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. **(Form A-7)**

**N. RFP Forms**

The following forms must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit *(if applicable)*
- Form A-3(a) Statement of Intent *(if applicable)*
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda *(if applicable)*
- Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*
- Form A-7 Insurance Requirements *(Provide copies of the required Insurance or letter of intent to provide required insurance)*
- Form A-14 References

All of our forms can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

**Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.**

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.**

**END OF SECTION**

## **SECTION 5.0**

### **Evaluation Criteria/Selection Process**

#### **5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract(s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

#### **5.2 EVALUATION PROCESS**

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, and proposed development of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the criteria described below.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s), which the Evaluation/Selection Committee deems to warrant further consideration based on the best-rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

### **5.3 EVALUATION OF PROPOSALS**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor.

The specific criteria that will be utilized are as follows:

	<b>Criteria</b>	<b>Maximum Points</b>
1	Firm's Related Experience and Qualifications	30
2	Proposed Approach and Methodology	30
3	Certified Minority Business Enterprise	5
4	Cost Proposal	20
5	References	10
6	Office Location	5
<b>Total</b>		<b>100</b>

### 5.3 **COMMITTEE INTERVIEWS**

Respondents may be invited by the committee to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be for each Respondent to describe their experience and qualifications to the Committee and for the Committee members to have an opportunity to ask questions of each Respondent relative to their experience and qualifications. The presentation may clarify but may not modify the prior written submission. Any verbal communication between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Evaluation Committee. These discussions shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

### 5.4 **LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City's Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

Pursuant to Section 7-151, a "Local Business" is defined as a business meeting **two** of the following:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; and/or
- c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with Sub-Consultant who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

**Note:** The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

**5.5 NEGOTIATION PROCESS**

If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next qualified, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**END OF SECTION**



## **Appendix "A"**

### **Cover Page & Contact Information Form**



**COVER PAGE & CONTACT INFORMATION**

**RFP No. 29-24-25  
SURPLUS AUCTION SERVICES**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of  
Proposer(s):

---

Federal Employee  
Identification (FEIN)  
Number:

---

Mailing Address:

---

City, State, Zip Code:

---

Contact Person:

---

Title:

---

Email Address:

---

Telephone Number:

---

Fax Number:  
(if any)

---



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

---

Company Name

---

Authorized Company Representative (Print Name)

---

Date

---

Authorized Company Representative (Signature)

---

Title



## **APPENDIX "B"**

### **MINIMUM REQUIREMENTS & PROPOSAL SUBMITTAL CHECKLIST**



**MINIMUM REQUIREMENTS**

**SURPLUS AUCTION SERVICES  
RFP No. 29-24-25**

1.	<p>Firm must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulations to practice their profession in the State of Florida.</p> <p>Firms submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.</p>	<p><b>Attach Copy of Active Sunbiz.org Registration</b></p> <p><input type="checkbox"/></p>
2.	<p>Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submittal. The Respondent shall submit copies of the following:</p> <ul style="list-style-type: none"><li>• <b>State of Florida Auction Business License</b></li><li>• <b>State of Florida Auctioneer License</b></li></ul>	<p><b>Attach Copy of Active License(s)</b></p> <p><input type="checkbox"/> <input type="checkbox"/></p>
3.	<p><b>References:</b> At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has provided similar services for within the last five (5) years. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, said Services within the last five (5) years. Only one reference may be used for projects completed for the City of North Miami.</p> <p>References must be submitted on contract <b>Form A-14</b>.</p>	<p><b>Attach Form A-14</b></p> <p><input type="checkbox"/></p>





**RESPONSE SUBMITTAL CHECKLIST  
SURPLUS AUCTION SERVICES  
RFP No. 29-24-25**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: \_\_\_\_\_

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Response Submittal Checklist	
Tab/Page No	Narrative	OFFICE USE ONLY
	Table of Contents	
	Business Structure	
	Firm's Related Project Experience and Qualifications	
	Proposed Approach and Methodology	
	Cost Proposal	
	Certified Minority Business Enterprise Information	
	Office Location	
	Additional Information	
	Litigation	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements <i>(submit certificate of insurance or letter of intent)</i>	
	A-14 References	



## **Appendix "C"**

### **Affidavits**

Prohibition against contracting with Scrutinized Companies

[PURSUANT TO FLORIDA STATUTE § 287.135]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of North Miami are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Is personally known to me

Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date



## KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:



**Appendix "D"**  
**Cone of Silence**

# **Cone of Silence Notification**

## **Surplus Auction Services RFP No. 29-24-25**

### **DIVISION 8. CONE OF SILENCE**

#### **Sec. 7-192. Cone of Silence.**

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

#### **(b) Cone of silence is defined to mean a PROHIBITION on:**

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

### **Sec. 7-193. Procedure.**

**(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.**

**(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.**

**(c) Exceptions.** The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.



**Attachment "A"**



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

### TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

#### Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**“WORKING TOGETHER TO REDUCE COSTS”**