RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO REALAUCTION.COM, LLC, 861 SW 78TH AVENUE, SUITE #102, PLANTATION, FLORIDA 33324 FOR ONLINE TAX SALE SERVICES FOR A PERIOD OF ONE (1) YEAR FOR AN AMOUNT NOT TO EXCEED $97,665.00 – RFP# 2018-04

WHEREAS, the City of Trenton has a need to host Online Tax Sales for the City of Trenton, Department of Tax for a period of one (1) year; and

WHEREAS, a request for proposal was advertised, and one (1) proposal was received on February 8, 2018 and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of RealAuction.com, LLC 861 SW 78th Avenue, Suite #102, Plantation, Florida 33324 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed $97,665.00 for a period of one (1) year has been certified to be available in the following account number(s): 08-01- -30-3040-201 ($62,790.00) and 08-05- -5500-852 ($34,875.00) contingent upon the adoption of FY'2018 final budget.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is hereby authorized to enter into contract a with RealAuction.com, LLC, 861 SW 78th Avenue, Suite #102, Plantation, Florida 33324 for Online Tax Sale Services for a period of one (1) year in an amount not to exceed $97,665.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on APR 05 2018

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2018-04
RESOLUTION 18-154

THIS CONTRACT, made this 6th day of APRIL 2018 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and REALAUCTION.COM, LLC, 861 SW 78th AVENUE, SUITE #102, PLANTATION, FLORDIA 33324 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES to host Online Tax Sales for the City of Trenton, Department of Tax.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:
The City agrees to retain REALAUCTION.COM, LLC, 861 SW 78th AVENUE, SUITE #102, PLANTATION, FLORDIA 33324 hereinafter set forth at the request of and under the general supervision of the City of Trenton, Department of Tax.

2. SCOPE OF SERVICES
SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from time of award in an amount not to exceed $97,665.00.

3. STATUS OF CONTRACTOR: It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

4. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

5. INTEGRATION: Resolution #18-154 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration.

6. ENFORCEABILITY: If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

7. GOVERNING LAW: This Contract shall be governed by the laws of the State of New Jersey.

8. MISCELLANEOUS PROVISIONS:
a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. Contractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE
7. Available in-person training for municipalities, including a working demonstration of the website and overall system
8. Online display of winning bids immediately upon the auction’s completion
9. Notification to winning bidders by email at the bidder’s registered email address
10. Provision of the electronic transfer of information and data to and from the municipality, including access for the tax collector to remove and update the tax lien sale list in real time
11. A transaction log for the tax collector to review of all bid submissions and results, along with a detailed history of all funds transferred
12. A standard complaint procedure for both the municipality and bidders, with a complaint log maintained by the vendor and available for the municipality’s inspection.

The tax collector shall have the discretion to select either direct or proxy bidding for the online sale. In a direct bid auction, participants enter a bid for an item at either a specific rate of interest (0% up to 18% in increments of 1%), or a specific dollar amount the bidder is willing to pay as a premium (in increments of $100), with the successful bidder awarded the lien at the bid entered. Participants in proxy bid auction enter their lowest acceptable interest rate or highest acceptable premium for an item. The auction system monitors all other bids and enters competitive bids on the bidder’s behalf at an interest rate increment lower than what would become the next lowest bid. If the interest rate is bid down to zero, and the bidder has entered a maximum premium amount, the system will enter competitive on the bidder’s behalf at the next increment higher. The system stops entering bids on your behalf when you either win the auction or your minimum interest rate or maximum premium bid is reached.

All liens shall be auctions individually, such that a bid will be placed on each lien with a winning bidder determined for each lien; bulk sale of liens is prohibited. Bid amounts shall not be visible to the public or to the municipality while the auction is in progress. No officer, employee, or independent contractor of the vendor may participate in the auction. All bid information and participant financial data is deemed property of the municipality.

The online tax sale platform shall enable the tax collector to accept and process ACH and wire payments as well as certified checks or cash. If the tax collector accepts certified checks or cash payments, the tax collector must immediately input data into the online tax sale
system to reflect any such payment. Successful bidders must make full payment for liens within close of the business day of the tax sale.

The vendor shall notify all registered bidders of any properties that become available again for bidding due to non-payment by a successful bidder. If the parcel is resold, interest shall be recalculated to the new sale date.

**Minimum Experience for Vendors**
To be a qualified vendor the following requirement must be met:

1. Be presently conducting online tax sale in at least two states
2. Have conducted an online tax sale in the State of New Jersey in the past year
3. Have conducted online tax sales in the past two years that have included bidders from more than one state; or Be affirmatively marketing in more than one state a system for performing online tax sales

**Vendor Cybersecurity and Internal Controls**
Each vendor must demonstrate the following cybersecurity framework:
1. System Hosting
2. Encryption
3. Password policy and staff security education
4. Risk Assessment and security updates
5. Background checks for staff with access to financial and personal identifying information (e.g. prohibiting the use of Social Security numbers as identifiers)
6. Information backup, information disposal, and disaster recovery plans
7. Having a cybersecurity incident response plan and response team (CSIRT) with notification to the municipality of any incident experienced by the vendor.

**QUESTIONS**
Questions **must** be submitted in writing to igarcia@trentonnj.org. Deadline date for questions is **January 31, 2018**.