


RESOLUTION


No. 19-93

Date of Adoption MAR 07 2019

Approved as to Form and Legality

 JOHN MORELLI CITY ATTORNEY

Factual content certified by

 ARCH LISTON, ACTING DIRECTOR,
 DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

 Councilwoman _____ presents the following Resolution:

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 GOLDENBERG, MACKLER, SAYEHG, LITZ, PFEFFER, BONCHI & GILL, ATTORNEYS AT LAW, 660 NEW ROAD, SUITE 1A, NORTHFIELD, NEW JERSEY 08225, TO CONDUCT IN REM FORECLOSURES SERVICES ON BEHALF OF THE CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$400,000 FOR LEGAL FEES, AND REIMBURSED EXPENSES NOT TO EXCEED \$600,000 – RFP 2018-46

WHEREAS, the City has a need for Professional Services to conduct in rem foreclosures services on behalf of the City of Trenton, Department of Housing and Economic Development for a period of one (1) year from date of award; and

WHEREAS, a Request for Proposals was advertised, and three (3) proposals were received on October 23, 2018 and were evaluated by a committee based on criteria that included experience, understanding of requirements and costs; and

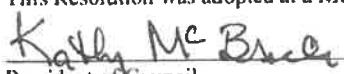
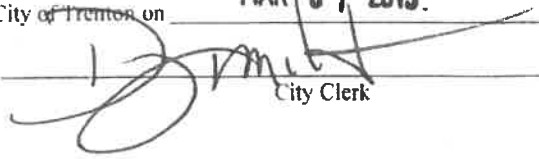
WHEREAS, funds in an amount not to exceed \$400,000 have been certified to be available in the following account number(s): 9-01- -60-6020-290 (\$100,000), 0-01- -60-6020-290 (\$140,000) contingent upon the FY '2019 and FY '2020 temporary and or final budget; and T-03-SP-65-6520-001 (\$160,000).

WHEREAS, funds from account number(s) have been certified to be available in the following account number(s): 9-01--60-6020-290 (\$150,000), 0-01- -60-6020-290 (\$210,000), contingent upon the FY '2019 and FY '2020 temporary and or final budget; and T-03-SP-65-6520-001 (\$240,000) for reimbursement of expenses.

NOW, THEREFORE IT IS RESOVED. by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, Attorneys at Law, 600 New Road, Suite 1A, Northfield, New Jersey 08225 for Professional Services to conduct in rem foreclosures services in an amount not to exceed \$400,000 for legal fees, exclusive of reimbursed expenses not to exceed \$600,000, for a period of one (1) year from date of award on behalf of the City of Trenton, Department of Housing and Economic Development.
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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL				✓	MCBRIDE	✓			
CALDWELL	✓				RODRIGUEZ	✓								
WILSON	✓				VAUGHN	✓								
HARRISON	✓													

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAR 07 2019
 President of Council
 City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2018-46
RESOLUTION 19-93**

THIS CONTRACT, made this **8TH** day of **MARCH 2019** 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 **GOLDENBERG, MACKLER, SAYEHG, LITZ, PFEFFER, BONCHI & GILL, ATTORNEYS AT LAW, 660 NEW ROAD, SUITE 1A, NORTHFIELD, NEW JERSEY 08225** ("CONTRACTOR").

WHEREAS, the City has a need for **PROFESSIONAL ^{LEGAL} ~~ENGINEERING~~ SERVICES TO CONDUCT IN REM FORECLOSURES SERVICES** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **PROFESSIONAL ^{LEGAL} ~~ENGINEERING~~ SERVICES TO CONDUCT IN REM FORECLOSURES SERVICES** for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

^{LEGAL} ~~PROFESSIONAL ENGINEERING~~ SERVICES TO CONDUCT IN REM FORECLOSURES SERVICES
The City agrees to retain **GOLDENBERG, MACKLER, SAYEHG, LITZ, PFEFFER, BONCHI & GILL, ATTORNEYS AT LAW, 660 NEW ROAD, SUITE 1A, NORTHFIELD, NEW JERSEY 08225** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

1. 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 March 8, 2019 to March 7, 2020 in an amount not to exceed \$400,000.00 for Legal Fees and Reimbursed Expenses in an amount not to exceed \$600,000.00.

- 2. 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.
- 3. 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.
- 4. INTEGRATION:** **Resolution #19-93** 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 Housing and Economic Development.

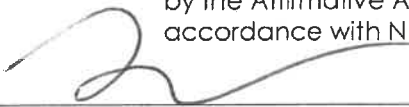
5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

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


7. **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.

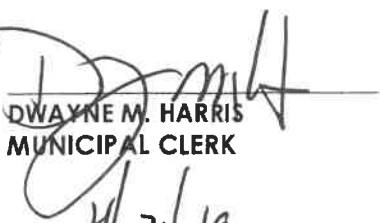
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative 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.
 - 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 - 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



**GOLDENBERG, MACKLER, SAYEHG, LITZ,
 PFEFFER, BONCHI & GILL,
 ATTORNEYS AT LAW,
 660 NEW ROAD, SUITE 1A
 NORTHFIELD, NEW JERSEY 08225
 JANET A. BROWN**
 Seal: **NOTARY PUBLIC OF NEW JERSEY**
 My Commission Expires April 28, 2024

4/15/19
 DATE

Attest: 

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK
4/2/19
 DATE

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR
3-27-19
 DATE

**REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES – FORECLOSURES**

The Department of Housing and Economic Development, City of Trenton, is soliciting sealed request for proposals from law firms or attorneys interested in providing professional foreclosure legal services as independent contractors for the City. The successful respondent(s) will be required to initiate foreclosure proceedings and conduct the entire foreclosure process through the recording of the deed. A contract or contracts regarding the above will be awarded through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

SCOPE OF SERVICES

Conducting foreclosure proceedings for the City of Trenton and performing all duties related thereto.

Questions **must** be submitted in writing to igarcia@trentonnj.org. Deadline date for questions is

Duration of Contract: One year from the date of award.

The following criteria will be used as the basis for the award of the contract:

- A. Qualifications, experience and reputation of staff that will conduct the foreclosure work. **40%**
- B. Price proposal including a breakdown of the following: **35%**
 - Title search fee per property;
 - Attorney fee per property;
 - Filing and recording fees per property;
 - Certificate of Regularity fee per property;
 - Other fees and costs necessary to complete the foreclosure work (i.e., photocopying, postage, etc.)
 - Total cost per property which includes all of the fees and costs.
- C. History and experience of firm or attorney conducting foreclosures in the State of New Jersey, including experience foreclosing on tax sale certificates. **25%**