RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44-20.4 ET SEQ TO REALAUCTION.COM, LLC, 306 HARRINGTON ROAD, BELLE MEADE, NEW JERSEY 08502 FOR A PERIOD OF ONE (1) YEAR FOR AN AMOUNT NOT TO EXCEED $97,665.00 – RFP# 2018-50

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 November 28, 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, 306 Harrington Road, Belle Meade, New Jersey 08502 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 have been certified to be available in the following account number(s): 09-01- -30-3040-201 ($62,790.00) and 09-05- -55-5500-852 ($34,875.00) contingent upon the adoption of FY 2019 temporary and or 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, 306 Harrington Road, Belle Meade, New Jersey 08502 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 JAN 03 2019

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2018-50
RESOLUTION 19-31

THIS CONTRACT, made this 4th day of JANUARY 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 REALAUCTION.COM, LLC, 861 SW 78th AVENUE, SUITE #102, PLANTATION, FLORIDA 33324 ("CONTRACTOR").

WHEREAS, the City has a need for ONLINE TAX SALE HOSTING SERVICES for the City of Trenton, Department of Tax.

WHEREAS, Contractor agrees to provide ONLINE TAX SALE HOSTING SERVICES for the City of Trenton, Department of Tax 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:

ONLINE TAX SALE HOSTING SERVICES The City agrees to retain REALAUCTION.COM, LLC, 861 SW 78th AVENUE, SUITE #102, PLANTATION, FLORIDA 33324 ("the request of and under the general supervision of the City of Trenton, Department of Tax.

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 January 4, 2019 to January 3, 2020 in an amount not to exceed $97,665.00 contingent upon the FY’2019 and FY’2020 temporary and or final budget.

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 #19-31 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 nonbinding, 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 Officer 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.

REALAUCATION.COM, LLC
861 SW 78TH AVENUE, SUITE #102
PLANTATION, FLORIDA 33324

Seal:

Attest: ________

01/30/2019

DATE

Judith A. Friedmar
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG217381
Expires 6/10/2022

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 2/13/19

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE 2/14/19
REQUEST FOR PROPOSAL FOR HOSTING ONLINE TAX SALES
FOR THE CITY OF TRENTON
FOR A PERIOD OF ONE (1) YEAR
ACCORDANCE WITH N.J.A.C. 5-33-33.1 ET SEQ

The City of Trenton, Department of Tax is soliciting sealed proposals to host online tax sales for the City of Trenton In Accordance with N.J.A.C. 5-33-33.1 ET SEQ. The City conducts two (2) tax sales per year, (1.) For Water/Sewer between January and March, approximately 2,250 items. (2.) For Taxes in late June, approximately 4,500 items. The contract shall be for a period of one (1) year from date of award.

Proposals should be in the form of a flat dollar to be charged for each item. For example $1, $5, $10, $15 or any amount in between.

REQUIREMENTS FOR ONLINE BIDDING PROCESS
The tax lien sale line items shall be publicly available on the vendor’s website free-of-charge without requiring registration or membership prior to viewing. Bidding shall open no earlier than upon publication of the newspaper advertisement. Bidder registration shall be online and completed prior to submitting a bid (seven days prior to the tax sale).

Prior to placing a bid, each bidder must post a forfeitable deposit of 10% of the total amount to be purchased at the sale via ACH through the online vendor. A successful bidder who fails to make payment on lien certificates purchased shall forfeit the deposit amount to the municipality. The deposit must be held in the municipality’s account and not that of the vendor. Any unused portion of the deposit must be returned to the bidder after the conclusion of the sale. The unused deposits shall be refunded automatically through the vendor’s site by ACH.

The online tax sale platform shall also provide, at a minimum the following:
1. Detailed online instructions on how to utilize the website

2. The ability to obtain and electronically submit forms (w-9s, bidder information sheets

3. A help desk for tax collectors and bidders through the internet, e-mail, and at least one toll-free number

4. A dedicated telephone hotline available for use by tax collectors until the sale’s completion
5. Web-based training, including online tutorials, for both bidders and municipal officials responsible for administering the sale

6. A method by which bidders can practice bidding on the website

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 e-mail 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 place 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 and Evaluation Criteria**
To be a qualified vendor the following requirement must be met:

1. Be presently conducting online tax sale in at least two (2) 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 (2) 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