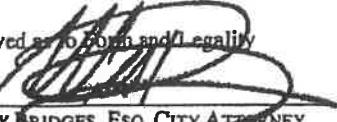


# RESOLUTION

No. 24 - 149

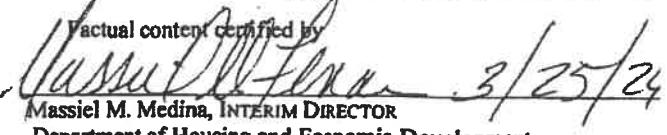
Approved as to form and legality

  
WESLEY BRIDGES, ESQ. CITY ATTORNEY  
Department of Law

Date of Adoption

APR 18 2024

Factual content certified by

  
Massiel M. Medina, INTERIM DIRECTOR  
Department of Housing and Economic Development

Councilman /woman

presents the following Resolution:

**RESOLUTION AWARDING CONTRACTS THROUGH A FAIR AND OPEN PROCESS  
IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ., TO MULTIPLE RESPONDENTS  
FOR LIVE AND ONLINE AUCTION SERVICES FOR THE CITY OF TRENTON BY AND  
THROUGH THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT,  
DIVISION OF REAL ESTATE AND PROPERTY MANAGEMENT FOR A  
CONTRACTOR'S FEE, WHICH WILL BE PAID FROM A BUYER'S PREMIUM AND  
MAY NOT EXCEED SEVEN PERCENT (7%), AND  
FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD PER RFP2023-26**

WHEREAS, the City of Trenton (the "City") has a need for Live and Online Auction Services to facilitate the sale of up to 500 city-owned properties for the City, by and through the Department of Housing and Economic Development, Division of Real Estate and Property Management; and

WHEREAS, a Request for Proposal was advertised, and two (2) sealed proposals were received on October 11, 2023, at 11:00 AM, by the Purchasing Agent, and subsequently were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposals of Max Spann Real Estate & Auction Company, having an address at 1325 Route 1 South, Annandale, New Jersey and Williams Worldwide Auction Holdings, LLC, having an address of 2448 East 81<sup>st</sup> Street, Suite 2000, Tulsa, Oklahoma 74137 were deemed to have the necessary qualifications and expertise for the performance of the services at the required rates; and

WHEREAS, the contractor's fee will be paid from a buyer's premium added to the purchase price, which shall not exceed 7% of the successful bid price, and both respondents have agreed to extend said pricing in accordance with applicable law; and

WHEREAS, no funds shall be utilized for this procurement; and

WHEREAS, this contract shall be awarded to both respondents for a period not to exceed one (1) year from the date of award.

# RESOLUTION

Page 2

**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The above recitals are incorporated by reference as if stated at length herewith.
2. The Mayor is hereby authorized to enter into contracts with Max Spann Real Estate & Auction Company, 1325 Route 1 South, Annandale, New Jersey and Williams Worldwide Auction Holdings, LLC, 2448 East 81<sup>st</sup> Street – Suite 2000, Tulsa, OK 74137 for Live and On-line Auction Services; for a period not to exceed one (1) year from the date of award for the City of Trenton, Department of Housing and Economic Development, Division of Real Estate and Property Management.
3. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 19:44A-20.4 et seq., and N.J.S.A. 40A:11-4.5.
4. 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.

MOTION: <i>Feliciano</i>					SECOND: <i>Angela</i>									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FELICIANO	✓			
FIGUEROA	✓				HARRISON	✓								
KETTENBURG														
FRISBY	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on APR 18 2024

*Austay Glican*  
President of Council

*J. Johnson*  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2023-26  
RESOLUTION 24-149**

**AWARDED TO MULTIPLE RESPONDENTS FOR LIVE AND ONLINE AUCTION SERVICES FOR THE CITY OF TRENTON BY AND THROUGH THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT, DIVISION OF REAL ESTATE AND PROPERTY MANAGEMENT FOR A CONTRACTOR'S FEE, WHICH WILL BE PAID FROM A BUYER'S PREMIUM AND MAY NOT EXCEED SEVEN PERCENT (7%), AND FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD**

**THIS CONTRACT** made this **18<sup>th</sup> day of APRIL 2024** 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 **MAX SPANN REAL ESTATE AND AUCTION COMPANY, 1325 ROUTE 31, ANNADALE, NEW JERSEY 08801** (CONTRACTOR").

**WHEREAS**, the City has a need to provide **LIVE AND ONLINE AUCTION SERVICES** for the City of Trenton, Department of Housing and Economic Development.

**WHEREAS**, Contractor agrees to provide **LIVE AND ONLINE AUCTION 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:

**FOR LIVE AND ONLINE AUCTION SERVICES** for the City agrees to retain **MAX SPANN REAL ESTATE AND AUCTION COMPANY, 1325 ROUTE 31, ANNADALE, NEW JERSEY 08801** "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 **APRIL 18, 2024, TO APRIL 17, 2025**, the contractor's fee that will be paid by a buyer's premium added to the purchase price, which shall not exceed 7% of the successful bid price, and both respondents have agreed to extend said pricing in accordance with applicable law.

- 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 #24-149** 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 this Contract with the City of Trenton, Department of Administration, Division of Information Technology.
- 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.

**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



MAX SPANN REAL ESTATE AND AUCTION COMPANY  
1325 ROUTE 31  
ANNADALE, NEW JERSEY 08801

6/13/24

DATE

Seal: \_\_\_\_\_

Attest: Barbara M. Heckardt

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

ATTEST:



BRANDON L. GARCIA  
MUNICIPAL CLERK

DATE

7/5/24

CITY OF TRENTON



W. REED GUSCIORA, ESQ.  
MAYOR

DATE

7.3.24