

# RESOLUTION

21-283

No.

Date of Adoption \_\_\_\_\_

Approved as to Form and Legality

*Sally Samuel*  
CITY ATTORNEY  
GSS

Factual content certified by

*Benjamin Dennis*  
BENJAMIN DENNIS, DIRECTOR OF HOUSING AND ECONOMIC  
DEVELOPMENT

Councilman woman

presents the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ., TO MAX SPANN REAL ESTATE AND AUCTION COMPANY FOR LIVE AND ONLINE AUCTIONEER SERVICES TO DISPOSE OF CITY- OWNED REAL ESTATE FOR A PERIOD OF ONE (1) YEAR FROM JULY 1, 2021 TO JUNE 30, 2022 AT 7% BUYER'S PREMIUM PAID BY THE BUYER PER RFP2021-29**

**WHEREAS**, the City, Department of Housing and Economic Development has a need for Live and Online Auctioneer Services to dispose of City-Owned Real Estate for a period of one (1) year; and

**WHEREAS**, a request for proposal was advertised and five (5) proposals were received on June 2, 2021 at 11:00AM in the Division of Purchasing and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of the Max Spann Real Estate & Auction Company, 1325 Route 31 South, Annandale, New Jersey 08801 (the "Auctioneer") was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

**WHEREAS**, no funds shall be utilized for this procurement. A Buyer's Premium shall be paid to the Auctioneer by the buyer of city-owned real estate; and

**WHEREAS**, this contract shall be awarded from July 1, 2021 to June 30, 2022.

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

1. The above recitals are incorporated by reference as if set forth at length herein.

2. The Mayor is hereby authorized to enter into a contract with Max Spann Real Estate & Auction Company, 1325 Route 31 South, Annandale, New Jersey 08801 for Live and Online Auctioneer Services to dispose of City-Owned Real Estate for a period of one (1) year for the City of Trenton, Department of Housing and Economic Development for 7% Buyer's Premium to be paid by the buyer.

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

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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY					MUS'HAL					MCBRIDE				
CALDWELL WILSON					RODRIGUEZ									
HARRISON					VAUGHN									

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on \_\_\_\_\_

President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2021-29**

**RESOLUTION 21-283**

**LIVE AND ONLINE AUCTIONEER SERVICES TO DISPOSE OF CITY-OWNED REAL ESTATE**

THIS CONTRACT, made this 25<sup>TH</sup> day of JUNE 2021 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 SOUTH, ANNADALE, NEW JERSEY 08801** (CONTRACTOR").

WHEREAS, the City has a need **FOR LIVE AND ONLINE AUCTIONEER SERVICES TO DISPOSE OF CITY-OWNED REAL ESTATE** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **FOR LIVE AND ONLINE AUCTIONEER SERVICES TO DISPOSE OF CITY-OWNED REAL ESTATE** 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 AUCTIONEER SERVICES TO DISPOSE OF CITY-OWNED REAL ESTATE** for the City agrees to retain **MAX SPANN REAL ESTATE AND AUCTION COMPANY, 1325 ROUTE 31 SOUTH, 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 July 1, 2021 to June 30, 2022 at 7% Buyer's Premium paid by the buyer.

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 #21-283 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.

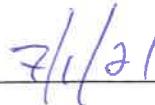
7. **MISCELLANEOUS PROVISIONS:**

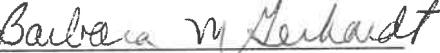
- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action 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

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

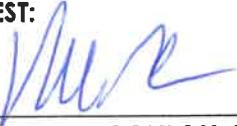
DATE

  
7/1/21

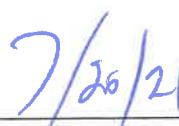
Seal: \_\_\_\_\_  
Attest:   
Barbara M. Gerhardt

Barbara M Gerhardt  
NOTARY PUBLIC  
State of New Jersey  
ID # 2228768  
My Commission Expires 9/17/2024

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

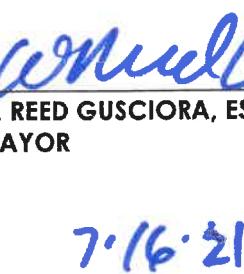
ATTEST:   
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

DATE

  
7/26/21

CITY OF TRENTON  
  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

  
7/16/21

### **INCURRING COSTS:**

Neither the City of Trenton nor the Department shall be liable for any costs incurred by any Respondent in the preparation of its proposal for the services requested by this RFP. All proposals prepared in response to this RFP are at the sole expense of the Respondent. Further, neither the City of Trenton nor the Department shall be held liable for any activity or costs associated with the preparation or submission of the proposal, proposal conference, oral presentation(s) or any other activity of any kind in regard to this RFP and there shall be no claim, whatsoever, for reimbursement from the City of Trenton for the expense of preparation of the RFP.

### **AWARD OF CONTRACT:**

The Department of Housing and Economic Development will act to award a contract to one or more successful Respondents or to reject all proposals within sixty (60) calendar days after receipt of the proposals as prescribed by applicable law(s) of the State of New Jersey unless a time extension is obtained in accordance with applicable law(s) and or rule(s).

### **CONTRACTOR'S RESPONSIBILITIES AND SCOPE OF SERVICES:**

During the term of the contract, the responsibilities of the successful Respondent(s) shall include, but are not limited to, the tasks and/or requirements outlined below:

1. The successful Respondent (hereinafter the "Contractor") will be required to facilitate the sale of city-owned property through live and/or online auctions. All aspects of said auctions and sales shall be in compliance with **N.J.S.A. 40A:12-13 et seq.**
2. Contractor, with the assistance of the Department and subject to final Department approval, shall determine suitable real property inventory for each auction that maximizes the value to the City.
3. The Contractor shall devise auction terms and procedures and shall prepare and distribute all documents to bidders that specifies the terms and procedures of the auction, subject to the approval of the Department.
4. Contractor will be responsible for summarizing any and all pertinent information about each property in a written document that is to be distributed to bidders. The summary shall be prepared in a professional manner and available for distribution electronically via email and or social media and in paper.