

RESOLUTION

14-594

No. _____

Date of Adoption _____

OCT 02 2014

Approved as to Form and Legality

Factual content certified by

DAVID L. MINCHELLO, ESQ., CITY ATTORNEY

JANET SCHOENHAAR, COMPTROLLER/CFO

Councilman /woman _____

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 MERCADIEN, P.C., 3625 QUAKERBRIDGE ROAD, HAMILTON, NEW JERSEY 08619 TO PROVIDE MUNICIPAL AUDITING SERVICES FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$78,000.00- RFP# 2014-29

WHEREAS, the City of Trenton has a need for Municipal Auditing Services for the Department of Finance; and

WHEREAS, the proposals was advertised on July 28, 2014, and three (3) proposals were received on August 19, 2014 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 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 \$78,000.00 for a period of one year have been certified to be available in the following accounts numbers: 5-01- -30-3020-290 (\$34,320.00), 5-05- -30-3000-899 (\$22,620.00), 5-07- -30-3000-290 (\$17,160.00) and 5-26- -60-6020-290 (\$3,900.00 contingent upon the adoption of the temporary or final budget for the 2015 year; and

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

1. The Mayor is authorized to enter into contract with Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-41.
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
BETHBA	✓				HOLLY WARD				✓	CHESTER	✓			
CALDWELL WILSON	✓				MUSCHAL	✓								
HARRISON	✓				REYNOLDS JACKSON	✓								

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

OCT 02 2014

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT
RFP # 2014-29
RESOLUTION # 14-594

THIS CONTRACT, made this 3rd day of OCTOBER 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and to **MERCADIEN, P.C., 3625 QUAKERBRIDGE ROAD, HAMILTON, NEW JERSEY 08619 ("CONTRACTOR")**.

WHEREAS, the City has a need for **PROFFESIONAL SERVICES** for the City of Trenton, Department of Finance.

WHEREAS, Contractor agrees to perform **TO PROVIDE MUNICIPAL AUDITING SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF FINANCE** 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 Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, NJ 08619
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
 - o Audit field work shall begin immediately.
 - o The audit shall be completed within six months after the close of the fiscal year.
 - o The governing body of every local unit may by resolution petition the Director of the Division of Local Government Services in the Department of Community Affairs for an extension to complete and file the annual audit with the division. Upon good cause being shown the director may grant an extension upon whatever terms or conditions he may deem reasonable. The determination of the director in the granting of an extension is final.

- Meet with City of Trenton staff to evaluate internal controls and technical competencies. All employees will be directed to assist the chosen auditor in any and every way possible. It is expected that City of Trenton employees will retrieve all documents selected by the auditor for evaluation. Employees will also work with the auditor, as necessary, to analyze all account balances and account activity.
- The Auditor shall meet with the Audit Committee at least three times to discuss audit plans, expectations and progress; prior to audit field work, mid-way through audit field work and upon completing audit field work (exit conference).
 - The Audit Committee shall be comprised of the Municipal Manager/Administrator, the Chief Financial Officer, one (or two) representative(s) from the Governing Body and the DLGS Fiscal Monitor.
 - Additional meetings may be called at the discretion of either the auditor or the City of Trenton.
- Provide comments and recommendations relating to any and all audit findings
 - statutory compliance (particularly NJSA 40A)
 - material weaknesses in internal accounting controls
- Perform an audit of State and Federal Grants as per the "Single Audit" circulars OMB-A133 and NJ 04-04-OMB.
 - The City of Trenton reserves the right to split away the State and Federal Single Audit from the Financial Statement Audit and award each to separate Firms.
 - To be included in the Single Audit will be the Homeownership Zone grant on the last year that costs were paid which would have been 2012.
 - There is also a request that a Single Audit be done on the 2014 Summer Feeding Program
- Perform compliance testing on the State MOU required as a result of the transitional aid money that is received.

N/A

- The City of Trenton reserves the right to split away the State MOU testing from the Financial Statement Audit and award each to separate Firms.

DURATION OF THE CONTRACT: This contract shall remain in full force for a period of one year.

3. **COMPENSATION:**

(a) All work performed by Contractor according to the attached scope of services shall not exceed **\$78,000.00**.

(b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in Resolution No. **14-594**, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, **Department of Finance**. Notice shall be given the billing cycle before the contract amount is expected to be exhausted.

4. **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.

5. **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.

6. **INTEGRATION:** **RFP 2014-29** 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.

7. **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.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
10. **MISCELLANEOUS PROVISIONS:**

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;

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.

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.

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.

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.

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. Applicable employment goals shall conform to statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

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).

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

Wm A Brown

Mercadien, P.C.
3625 Quakerbridge Road
Hamilton, NJ 08619

Seal

Attest:

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

ATTEST:

CITY OF TRENTON

Richard Kachmar

RICHARD KACHMAR
CITY CLERK

Eric E. Jackson

ERIC E. JACKSON
MAYOR