

# RESOLUTION

20-406

No.

Date of Adoption

AUG 06 2020

Approved as to Form and Legality

JOHN MORELLI, CITY ATTORNEY

Factual content certified by

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., IN AN AMOUNT NOT TO EXCEED  
\$84,100.00—RFP# 2020-22**

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

**WHEREAS**, the request for proposal was advertised, and one (1) proposal was received on June 5, 2020, and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the sole 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 \$84,100.00 for a period of one (1) year have been certified to be available in the following accounts numbers: 1-01- -30-3020-290 (\$37,004.00), 1-05- -30-3000-899 (\$24,389.00), 1-07- -30-3000-290 (\$18,502.00), and 1-26- -60-6020-290 (\$4,205.00) from July 1, 2020 to June 30, 2021; and

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

1. The Mayor is authorized to enter into a contract with Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 in an amount not to exceed \$84,100.00 for Municipal Auditing Services for a period of one (1) year for the City of Trenton, Department of Finance.
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
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

AUG 06 2020

President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2020-22  
RESOLUTION 20-406**

**THIS CONTRACT**, made this 6<sup>TH</sup> day of **AUGUST 2020** 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 **MERCADIEN, P.C., 3625 QUAKERBRIDGE ROAD, HAMILTON, NEW JERSEY 08619** (CONTRACTOR").

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

**WHEREAS**, Contractor agrees to provide **MUNICIPAL AUDITING SERVICES** for the City of Trenton, Department of Finance 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:

**MUNICIPAL AUDITING SERVICES** for the City agrees to retain **MERCADIEN, P.C., 3625 QUAKERBRIDGE ROAD, HAMILTON, NEW JERSEY 08619** ("the request of and under the general supervision of the City of Trenton, Department of Finance.

**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, 2020 to June 30, 2021 in an amount not to exceed \$84,100.00.

- 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 #20-406 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 Public Works, Division of Traffic Maintenance and Operations.
- 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

*Wm A. Brey*  
MERCADIEN, P.C.,  
3625 QUAKERBRIDGE ROAD  
HAMILTON, NEW JERSEY 08619

*9/3/2020*  
DATE

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

DEBRA A. RICHMOND  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2343705  
My Commission Expires 4/21/2021

Attest: *Debra A. Richmond*



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

ATTEST:

*Wm A. Brey*  
MUNICIPAL CLERK

DATE

CITY OF TRENTON

*W. Reed Gusciora*  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

*09-17-2020*

*9/14/2020*

conditions he may deem reasonable. The determination of the director in the granting of an extension is final.

2. 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.
3. 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).
  - a. 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.
  - b. Additional meetings may be called at the discretion of either the auditor or the City of Trenton.
4. Provide comments and recommendations relating to any and all audit findings
  - a. statutory compliance (particularly NJSA 40A)
  - b. material weaknesses in internal accounting controls
5. Perform an audit of State and Federal Grants as per the "Single Audit" circulars OMB-A133 and NJ 04-04-OMB.
  - a. 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.
6. Perform compliance testing on the State MOU required as a result of the transitional aid money that is received.
  - 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.