

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2022-05**  
**RESOLUTION NO.#23-049**

**PROVIDE MUNICIPAL AUDITING SERVICES FOR THE DEPARTMENT OF FINANCE FOR THE CITY  
OF TRENTON AWARDED TO MERCADIEN, P.C.**

**THIS CONTRACT**, made this 24<sup>TH</sup> day of FEBRUARY 2023 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 to **MUNICIPAL AUDITING SERVICES** for the City of Trenton, Department of Finance.

**WHEREAS**, Contractor agrees to provide **MUNICIPAL AUDITING SERVICES** in the 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, NEW JERSEY 08619** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Finance.

**2. SCOPE OF SERVICES**

**SEE SCOPE OF SERVICES SECTION**

**3. DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of two (2) years from JANUARY 1, 2023, TO DECEMBER 31, 2024, in an amount not to exceed a flat annual fee of \$192,400.00 with an option to extend the contract for an additional one (1) year in an amount not to exceed \$99,800.00.

**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: Resolution #23-049** 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 Administration.

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.

**9. 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,
- f. 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.

- g. 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.
- h. 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).
- i. 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

*W.A.B.*  
MERCADEN, P.C.  
3625 QUAKERBRIDGE ROAD  
HAMILTON, NEW JERSEY 08619



Seal:

Attest: *Colette M. Delgado* Colette M. Delgado

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

ATTEST:

*R. M. K.*  
MUNICIPAL CLERK

DATE

*4/25/2023*

CITY OF TRENTON

*W. Reed Gusciora*  
W. REED GUSCIORA

MAYOR

DATE

*4/21/23*

DATE

Sworn to and subscribed  
before me this  
13 day of April, 20 23