

RESOLUTION No. 25-053

Date of Adoption **FEB 18 2025**

Approved as to Form and Legality



WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by



MARIA RICHARDSON, BUSINESS ADMINISTRATOR

Councilman /woman

presents the following Resolution:

SPONSORED BY:

RESOLUTION EXERCISING THE OPTION TO EXTEND THE CONTRACT AWARDED TO MERCADIEN, P.C., TO PROVIDE MUNICIPAL AUDITING SERVICES FOR THE DEPARTMENT OF FINANCE FOR AN ADDITIONAL ONE (1) YEAR FROM JANUARY 1, 2024, TO DECEMBER 31, 2024, IN AN AMOUNT NOT TO EXCEED \$99,800.00 – CC 2022-05

WHEREAS, on February 23, 2023, Resolution No. 23-049 awarded a contract to Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 to provide Municipal Auditing Services for the Department of Finance in an amount not to exceed \$192,400.00 for a period of two (2) years with an option to extend the contract for an additional one (1) year in an amount not to exceed \$99,800.00 for the City of Trenton, Department of Finance; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Finance, has determined that Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 has provided Municipal Auditing Services in a satisfactory manner, and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from January 1, 2025, to December 31, 2025; and

WHEREAS, funds in an amount not to exceed \$99,800.00 have been certified to be available in the following account numbers: 5-01- -30-3020-290 (\$43,912.00), 5-05- -30-3000-899 (\$28,942.00), 5-07- -30-3000-290 (\$21,956.00) and 5-26- -60-6020-290 (\$4,990.00). The City of Trenton shall exercise the option to extend this contract from January 1, 2025, to December 31, 2025.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to exercise the option to extend the contract for an additional one (1) year from January 1, 2025, to December 31, 2025 awarded to Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 in an amount not to exceed \$99,800.00 to provide Municipal Auditing Services for the City of Trenton, Department of Finance for the said purpose in the manner prescribed by law.

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

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

FEB 18 2025

President of Council

City Clerk

RESOLUTION # 25-053
EXERCISING THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR
WITH MERCADIEN, P.C. TO PROVIDE MUNICIPAL AUDITING SERVICES FOR THE DEPARTMENT OF FINANCE FROM JANUARY
1, 2025, TO DECEMBER 31, 2025 CC 2022-05

THE AGREEMENT made this 18TH day of **FEBRUARY 2025**, by and between the **CITY OF TRENTON**, a municipal corporation, of the State of New Jersey, with principal offices located at **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** (hereinafter the "City") and **MERCADIEN, P.C., 3625 QUAKERBRIDGE ROAD, HAMILTON, NEW JERSEY 08619** (hereinafter "CONTRACTOR")

WHEREAS, on February 23, 2023, Resolution No. 23-049 awarded a two (2) years contract with the option to extend contract for an additional one (1) year Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 to provide Municipal Auditing Services in an amount not to exceed \$99,800.00 for the City of Trenton, Department of Finance; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Finance, has determined that Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 has provided Municipal Auditing Services in a satisfactory manner and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from January 1, 2025, to December 31, 2025; and

WHEREAS, funds in the amount not to exceed \$99,800.00 to exercise the option to extend the contract for an additional one (1) year. The City of Trenton shall award this contract from January 1, 2025, to December 31, 2025.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor hereby authorized to exercise the option to extend the contract for an additional one (1) year from January 1, 2025, to December 31, 2025 Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619, in amount not to exceed \$99,800.00 for the City of Trenton, Department of Finance for the said purposes in the manner prescribed by law.

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

ATTEST:

CITY OF TRENTON

Witness:




BRANDON L. GARCIA
MUNICIPAL CLERK



W. REED GUSCIORA, MAYOR

3/27/25
DATE

3-24-25
DATE



MERCADIEN, P.C. Warren A. Brandy
3625 QUAKERBRIDGE ROAD
HAMILTON, NEW JERSEY 08619

Principal

RESOLUTION

No. **23-049**Date of Adoption **FEB 23 2023**

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual Content certified by

RONALD ZILINSKI, CHIEF FINANCIAL OFFICER

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 MERCADIEN, P.C. FOR MUNICIPAL AUDITING SERVICES FOR THE DEPARTMENT OF FINANCE IN AN AMOUNT NOT TO EXCEED \$192,400.00 FOR A PERIOD OF TWO (2) YEARS FROM JANUARY 1, 2023 TO DECEMBER 31, 2024 -CC2022-05

WHEREAS, the City has a need for Municipal Auditing Services for a period of two (2) years with an option to extend one (1) additional year for the City of Trenton, Department of Finance; and

WHEREAS, a request for competitive contracting request for proposal was advertised through a fair and open process in accordance to N.J.S.A.19:44A-20.4 and one (1) proposal was received on December 1, 2022 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 include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed \$192,000.00 for a period of two (2) years is available in account number(s): Yr. one (95,000.00) CY'2023, 3-01- -30-3020-290 (\$41,800.00), 3-05- -30-3000-899 (\$27,550.00), 3-07- -30-3000-290 (\$20,900.00) and 3-26- -60-6020-290 (\$4,750.00); Yr.2 (\$97,400.00) CY'2024, 4-01- -30-3020-290 (\$42,856.00), 4-05- -30-3000-899 (\$28,246.00), 4-07- -30-3000-290 (\$21,428.00) and 4-26- -60-6020-290 (\$4,870.00) with an option to extend the contract for a one (1) additional year in an amount not to exceed \$99,800.00. This contract shall be from January 1, 2023 to December 31, 2024.

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

1. The Mayor is hereby authorized to enter into a contract with the Mercadien, P.C., 3625 Quakerbridge Road, Hamilton, New Jersey 08619 in an amount not to exceed \$192,400.00 for Municipal Auditing Services for a period of two (2) years with an option to extend one (1) additional 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:11-5.
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
FIGUEROA	✓													
KETTENBURG	✓				GONZALEZ	✓				EDWARDS	✓			
FRISBY	✓				FELICIANO	✓								
HARRISON	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on **FEB 23 2023**

President of Council

City Clerk

January 22, 2025

Ms. Isabel C. Garcia, QPA
City of Trenton
319 East State Street
Trenton, NJ 08608

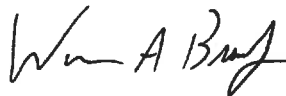
RE: Extension of Contract for the Year Ended December 31, 2024

Dear Ms. Garcia,

Mercadien, P.C., Certified Public Accountants, hereby accepts the terms and conditions set forth in proposal CC2022-05 as it relates to the City exercising its option to extend the contract for December 31, 2024, auditing services.

Sincerely,

MERCADIEN, P.C.
CERTIFIED PUBLIC ACCOUNTANTS



Warren A. Broudy, CPA, RMA, CGFM, CGMA, PSA
Principal

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 24TH 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.
MERCADIEN, P.C.
3625 QUAKERBRIDGE ROAD
HAMILTON, NEW JERSEY 08619



4/13/2023
DATE

Sworn to and subscribed
before me this
13 day of April, 2023

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:

[Signature]
MUNICIPAL CLERK

CITY OF TRENTON

[Signature]
W. REED GUSCIORA
MAYOR

4/25/2023
DATE

4-21-23
DATE