

**REQUEST FOR PROPOSAL FOR  
MUNICIPAL ADVISORY SERVICES**

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**



**Proposal Due Date: January 11, 2021  
Time: 11:00 A.M.**

**ADDRESS ALL PROPOSALS TO:**

**Michael A. Armstrong, Executive Director  
Atlantic City Municipal Utilities Authority  
401 North Virginia Ave  
Atlantic City, New Jersey 08401**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING PROPOSAL**

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (“ACMUA”)

### **EXAMINATION OF PROPOSAL DOCUMENTS**

Each submitter may obtain one copy of the RFP/RFQ package from the offices of the Atlantic City Municipal Utilities Authority (ACMUA). Documents obtained from any other source other than the ACMUA cannot be assumed to be complete, and proposals prepared from such documents are subject to rejection.

It is expected that each submitter will read the entire RFP/RFQ document and will submit the forms and affidavits contained in this RFP/RFQ without alteration. The ACMUA will not accept RFP/RFQ forms that have been recreated or reformatted by the submitter.

### **PURPOSE OF REQUEST**

The ACMUA is requesting proposals for qualified experienced individuals and firms qualified to provide financial / municipal advisory services to the ACMUA, and to serve as the Authority’s Independent Registered Municipal Advisor (“IRMA”).

Firms must be capable of providing a range of value-added services, including but not limited to those outlined in the Scope of Services.

### **CONTRACT TERM**

One year from date of award, with two (2) one (1) year extension option.

### **PAYMENT OF INVOICES/DISPUTES**

The ACMUA shall pay invoices within sixty (60) days of receipt. The ACMUA may demand that a dispute concerning whether a vendor has failed to provide services as required by this agreement be submitted to non-binding mediation.

### **CONTRACT FORM**

The successful proposer shall be required to execute a contract, which includes the provisions set forth in this RFP/RFQ.

### **NO SUBCONTRACTORS**

Submitter shall not include any subcontractors in its proposal for the performance of any of the Municipal Advisor services that will be performed under the contract. Awardee shall be responsible for any and all work provided under the contract.

### **EXCEPTIONS TO THE PROPOSAL**

Any deviation from the RFP/RFQ must be noted on the relevant proposal page(s) with the exact nature of the change(s) outlined in sufficient detail in a cover letter. The reason for such deviation should be included. The ACMUA will evaluate the impact of such exceptions to the Scope of Services and reserves the right to disqualify proposals that do not completely meet the requirements of the Scope of Services.

NOTE: Changes, additions, or deletions made to the General Conditions by the submitter are included in this disqualification.

Failure of a submitter to comply with the terms of exceptions to the proposal, also may be cause for rejection of the proposal.

### **WITHDRAWAL OF PROPOSAL**

Submitters may withdraw their submitted proposals at any time prior to the closing time specified in the advertisement for the receipt of RFP/RFQ. However, after such advertised closing time for the receipt of proposals, no submitter shall withdraw or cancel their proposal for a period of ten (10) calendar days unless a longer time period has been mutually agreed to by both parties. Nor shall the successful submitter withdraw, cancel, or modify their proposal after having been notified by the ACMUA that the proposal has been accepted for award consideration by the Authority.

### **ERRORS IN PROPOSALS**

Submitters are cautioned to verify their proposals prior to submission.

### **LATE PROPOSALS**

Late proposals will not be accepted. Proposals received by mail, courier or messenger will be considered when such proposals are received by the Authority at or before the due date and time. Proposals received after the deadline date and time will be returned to the submitter unopened.

## **DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSAL**

Proposals are due at 11:00 A.M. Tuesday, January 11<sup>th</sup>, 2022. Five (5) copies are to be delivered to Michael A. Armstrong, Atlantic City Municipal Utilities Authority Board Room, located at 401 N. Virginia Avenue, Atlantic City, New Jersey 08401.

1. **NATURE OF SERVICES** – The ACMUA is requesting proposals for experienced individuals and firms qualified to provide Financial / Municipal Advisory Services to the ACMUA, and to serve as the Authority’s Independent Registered Municipal Advisor (“IRMA”).

The purpose of this Request for Proposal/Qualification (“RFP/RFQ”) is to solicit proposals from various individuals and firms so that the Authority may conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate which is determined to best serve the ACMUA.

2. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided and a description of the firm. Also provide the company’s principals, including president, chairman, vice president, secretary, chief operation officer, chief financial officer, and general manger(s);
- B. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles. Qualification and experience of the firm and proposed team;
- C. A listing of all other engagements where services of these types being proposed were provided in the past ten years. This should include public and private entities. Contact information for the recipients of the similar services must be provided. The ACMUA may obtain references from any of the parties listed;

- D.** Proof of professional liability insurance;
- E.** Proof of any necessary professional license or certification for all professionals assigned to the engagement;
- F.** Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- G.** An Affirmative Action Statement (copy of form attached);
- H.** A completed Non-Collusion Affidavit (copy of form attached);
- I.** A completed Owner Disclosure Statement (copy of form attached);
- J.** A statement that the proposer will comply with the General Terms and Conditions required by ACMUA and enter into the ACMUA's standard Professional Services Contract;
- K.** A copy of the proposer's Business Registration Statement;
- L.** Form of Company; i.e. sole proprietor, partnership, limited liability company or corporate;
- M.** Company's Fee Schedule

### **3. BACKGROUND**

The ACMUA is a public body corporate and politic of the State, which was created, in accordance with the provisions of the Municipal and County Utilities Authorities Law constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act") by virtue of an ordinance of Atlantic City, finally adopted on September 14, 1978. The ACMUA was created for the purpose of acquiring, operating, maintaining and improving the water system for Atlantic City.

Pursuant to a 1980 ordinance of Atlantic City the ACMUA is to be the sole source of potable water within the City's service area and except for a limited number of users who obtain their water from privately owned wells, the ACMUA is the sole source supplier of potable water to the City of Atlantic City. Bally's Park Place Hotel Casino has wells that service their property under diversion permits issued by the State of New Jersey.

The ACMUA receives its source water from a combination of surface water and

groundwater sources. Surface water is supplied by two reservoirs (Kuehnle Pond and Doughty Pond) that operate in series. Groundwater is supplied from a series of wells that supply water from the Kirkwood-Cohansey aquifer system.

The ACMUA has outstanding tax-exempt debt (the “**Debt**”) secured by the net revenues of the ACMUA consisting of service charges collected from the users of the water system and annual charges to be received from Atlantic City pursuant to the terms of the service contract with the City dated as of December 19, 1978, as amended and supplemented. Pursuant to the service contract the City has agreed to pay annual charges to make up deficiencies in revenues of the ACMUA so that the ACMUA will have sufficient funds to pay, among other things, its operating and maintenance costs and debt service.

In order to provide tax relief to Atlantic City, the ACMUA will solicit proposals from private firms under and pursuant to the Contracting Act in order to, among other things, generate a concession fee to be paid by the private entity for further payment to Atlantic City to be used to reduce or off-set property taxes.

#### **4. SCOPE OF SERVICES**

The Atlantic City Municipal Utilities Authority is seeking to retain a qualified municipal advisor firm to provide advice and services regarding capital planning, bond refinancing and debt issuances as requested. Firms shall be capable of providing a range of value-added services, including but shall not be limited to those outlined in the Scope of Services below.

- A.** Analyze existing Debt and assist in determining amounts required to defease such Debt to the extent required under the Internal Revenue Code.
- B.** Review and evaluate the Authority’s existing capital financing plans and work closely with the Assistant Director of Financing and Accounting to determine whether current borrowing strategies needs to be amended.
- C.** Assist the Authority in the development of comprehensive capital plan, including the timing and security for planned borrowings, for its general fund and enterprise fund activities.
- D.** Prepare projections and related analysis in order to assist the ACMUA in preparing a request for proposals that maximizes the value of any concession agreement.
- E.** To the extent required assist the ACMUA in determining amount, if any, required to repay any grants.

- F. Advise the Authority regarding bond market conditions, timing of sales, etc.
- G. Advise the Authority on methods of debt sales (where appropriate).
- H. Analyze all proposals including credit worthiness of private entities and prepare financial pro formas that best estimates financial benefits to private entities in an effort to assist the ACMUA in negotiations with such entities so as to maximize financial benefits to the City and ACMUA.
- I. Coordinate closing arrangements with the Authority's bond counsel and underwriter. Assist the Assistant Director of Financing and Accounting in coordinating receipt and disbursement of funds on the settlement date.
- J. Assist the ACMUA in preparing comparative analysis of various proposals.
- K. Assist in preparing and reviewing documents, including preliminary and final official statements.
- L. Assist the ACMUA in estimating amount required to maintain certain staffing and pay certain ongoing operating expenses not required to be paid by the private entity.
- M. Assist the ACMUA in estimating impacts on rates and ratepayers over the term of the concession agreement.
- N. Represent the ACMUA, with its staff and professionals, in connection with the effort to secure various governmental approvals as required by the Contracting Act and other applicable laws.
- O. Provide assistance on investment of bond proceeds. (if appropriate)
- P. Provide advice to compliance with arbitrage regulations.
- Q. Provide such other Municipal/Financial Advisory Services as may be requested by the ACMUA in connection this process.

**5. LICENSING:**

If the successful proposer or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, the successful proposer shall provide to the ACMUA a copy of all current licenses. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the ACMUA immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide the ACMUA with proof of renewal of any licenses for any of the proposer's employees, which renewals occur

during the term of the contract.

**6. INDEMNIFICATION AND HOLD HARMLESS:**

The successful Consultant agrees to defend, indemnify, hold free and harmless the ACMUA, its Board of Directors, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the ACMUA, its Board of Directors, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense, obligation provided for hereunder shall apply without and advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the ACMUA, its Board of Directors, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the ACMUA for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the ACMUA. This provision shall supersede and replace all other indemnity provisions contained either in the ACMUA's specifications or Consultant's proposal, which shall be of no force and effect.

**7. INSURANCE:**

The successful proposer shall maintain professional liability insurance in amounts and with companies deemed satisfactory by the ACMUA.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the ACMUA.

Comprehensive Public Liability, including liability rising out of the use of automobiles, up to the following limits:

- (1) Bodily Injury: \$500,000 per person; \$1,000,000 per occurrence.
- (2) Property Damage: \$500,000 per occurrence.

**8. APPLICABLE LAW:**

The terms and provisions of this contract shall be construed pursuant to the laws of the State

of New Jersey.

**9. INDEPENDENT CONTRACTOR STATUS:**

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the ACMUA.

**10. TERMINATION:**

Any contract entered into by and between the ACMUA and the successful proposer may be terminated by the ACMUA in its sole discretion.

**11. COST PROPOSAL:**

Proposers should submit a cost proposal which would include all details of any fees to be paid by the ACMUA. Provide the fee schedule that your company will use to charge the Authority for providing services as outlined in the Scope of Services. The schedule should include a description of the manner in which compensation to the firm would be determined from services rendered as Municipal Advisor for completing work, providing advice and consulting services not directly related to any specific financing program.

**12. DISCUSSIONS WITH PROPOSERS:**

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the ACMUA. However, the ACMUA may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

**13. PROPOSAL EVALUATION:**

ACMUA will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP/RFQ. However, the proposal cost is important to the ACMUA. The ACMUA may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The ACMUA will make the award that is in the best interest of the ACMUA and its participating municipalities based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP/RFQ. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The ACMUA reserves the right to:

- A. Not select any of the proposals.
- B. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled").

- C. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The ACMUA shall not be obligated to explain the results of the evaluation process to any proposer.

The ACMUA may require proposers to demonstrate any services described in their proposal prior to award.

**14. PROPOSAL LIMITATIONS:**

This RFP/RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the ACMUA by issuance of this RFP/RFQ. The ACMUA reserves the right its sole discretion to refuse any proposal submitted.

**15. USE OF INFORMATION:**

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the ACMUA to the proposer in connection with this RFP/RFQ shall remain the property of the ACMUA. When in tangible form, all copies of such information shall be returned to the ACMUA upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the ACMUA or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP/RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

**16. PROPRIETARY INFORMATION:**

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the ACMUA. All materials submitted become the property of the ACMUA and may be returned only at the ACMUA’s option.

**17. GENERAL TERMS AND CONDITIONS:**

- A. The ACMUA reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the ACMUA to do so.
- B. In case of failure by the successful proposer, the ACMUA may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.

- C.** The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the ACMUA harmless from, shall indemnify and shall defend ACMUA against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Proposer's failure to provide for the safety and protection of its employees, or from Proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The Proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D.** The Proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation. General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E.** Each proposal must be signed by the person authorized to do so.
- G.** The ACMUA is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the Proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H.** The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Proposers. In the case of mailed proposals, the ACMUA assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The 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 or handicap. Such action shall include, but not be 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance

Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, 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 or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K.** All services shall be performed within the United State of America.
- L.** All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M.** By submission of the proposal, the Proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful Proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the ACMUA harmless in any case of any such infringement.
- N.** No Proposer shall influence, or attempt to influence or cause to be influenced, any ACMUA officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O.** No Proposer shall cause or influence, or attempt to cause or influence, any ACMUA officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Proposer or any other person.
- P.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the ACMUA's Acting Executive Director's judgement shall be final and conclusive.
- Q.** The ACMUA shall not be responsible for any expenditure of monies or other expenses incurred by the Proposer in making its proposal.
- R.** Any prospective Proposer who wishes to challenge a proposal specification shall file such challenges in writing with the ACMUA no fewer than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

**END OF GENERAL INSTRUCTIONS**

**BASIS OF AWARD**

**(To be completed by ACMUA evaluation committee)  
(100 Point total will be used to determine the Award)**

**The ACMUA will select the vendor deemed most advantageous to the ACMUA, based on price and other factors considered.**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
<b>A. Proposal contains all required checklist information</b>  <u>20</u> points	
<b>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</b>  <u>20</u> points	
<b>C. Relevance and Extent of Similar Engagements performed</b>  <u>20</u> points	
<b>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</b>  <u>20</u> points	
<b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points	
<b>TOTAL:</b>	

# **REQUEST FOR PROPOSAL CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

**Please initial below, indicating that your proposal includes the itemized document.  
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

- |   | INITIAL<br>BELOW |
|---|------------------|
| A. An original with Five (5) signed copies of your complete proposal.           | _____            |
| B. Mandatory Equal Opportunity Employment Language                              | _____            |
| C. Non-Collusion Affidavit properly notarized                                   | _____            |
| D. Ownership Disclosure Statement properly notarized                            | _____            |
| E. Disclosure of Investment Activities in Iran                                  | _____            |
| F. Authorized signatures on all forms.  | _____            |
| G. Business Registration Certificate(s) <b>Must be submitted prior to award</b> | _____            |

Note: N.J.S.A 52:32-44 provides that the ACMUA shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

## **THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS**

NAME OF PROPOSER:

\_\_\_\_\_  
Person, Firm or Corporation

BY: \_\_\_\_\_  
(NAME) (TITLE)

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be 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. The 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.

The contractor or subcontractor, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27**

**Representative's Name/Title (Print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Project Name:** \_\_\_\_\_

**Bidder Name:** \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

**I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates listed** on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below: OR**

**I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.**

Name \_\_\_\_\_ Relationship to Bidder/Owner \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Full Name (Print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**

**DISCLOSURE OF OWNERSHIP STATEMENT**

Every corporation and/or partnership submitting a bid on public work is required by P.L. 1977, c. 33 to list the names and addresses of all stockholders and/or partners who own ten per cent (10%) or more of any class of stock in the corporation or interest in the partnership. If there are no such stockholders or partners, so state by indicating "NONE".

FULL NAME OF ENTITY: \_\_\_\_\_

LEGAL STATUS (CORPORATION, PARTNERSHIP, OTHER): \_\_\_\_\_

STATE OF CREATION OR INCORPORATION: \_\_\_\_\_

FEDERAL ID NUMBER: \_\_\_\_\_

PRINCIPAL BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**NAMES AND ADDRESSES OF PERSONS HOLDING GREATER THAN 10% INTEREST:**

<b>NAME</b>	<b>ADDRESS</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above list is complete. If one or more of the above is itself a corporation or partnership, I have annexed hereto the names and addresses of all persons owning a 10% or greater interest in said corporation or partnership.

CHECK HERE IF ADDITIONAL SHEETS ARE ATTACHED: \_\_\_\_ NUMBER OF SHEETS: \_\_\_\_\_

I certify that the foregoing statements made by me are true and that I am aware that if any statement made herein is willfully false I am subject to punishment.

Dated:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

) SS:

COUNTY OF \_\_\_\_\_)

I AM \_\_\_\_\_

OF THE FIRM OF

\_\_\_\_\_

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE ACMUA RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

\_\_\_\_\_  
NOTARY PUBLIC OF

MY COMISSION EXPIRES: \_\_\_\_\_ 20 \_\_\_\_\_

