

**REQUEST FOR PROPOSAL FOR
MUNICIPAL ADVISORY SERVICES**

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY



**Proposal Due Date: Tuesday, January 10, 2023
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**

SECTION I. GENERAL INFORMATION & INSTRUCTIONS

ORGANIZATION REQUESTING PROPOSAL AND PURPOSE

Notice is hereby given that the ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (“ACMUA”) is requesting proposals from qualified firms to perform financial advisory services. The ACMUA requests proposals for qualified experienced individuals and firms to provide financial/municipal advisory services to the ACMUA and 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.

EXAMINATION OF PROPOSAL DOCUMENTS

A copy of the RFP package may be obtained from the offices of the Atlantic City Municipal Utilities Authority (ACMUA), located at 401 North Virginia Avenue, Atlantic City, 08401, from the website at acmua.org or via email from athapa@acmua.org or istill@acmua.org. 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 document and will submit the forms and affidavits contained in this RFP without alteration. The ACMUA will not accept RFP forms that have been recreated or reformatted by the submitter.

DEADLINE FOR SUBMISSION

Proposals are due at 11:00 A.M. EST on Tuesday, January 10, 2022. The proposal shall consist of a Technical Proposal and a Fee/Cost Proposal. Supporting documentation shall be included with the Technical Proposal. Three (3) copies each of the Technical Proposal and the Fee/Cost Proposal clearly marked with the title of this RFP are to be delivered to Michael A. Armstrong, Executive Director, Atlantic City Municipal Utilities Authority Board Room, located at 401 N. Virginia Avenue, Atlantic City, New Jersey 08401.

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.

ERRORS IN PROPOSALS

Submitters are cautioned to verify their proposals prior to submission.

QUESTIONS AND ANSWERS

The Authority will accept questions regarding this RFP **via email only until 5:00 p.m. EST on Friday, January 6, 2023.** To ensure your question is received, it should be directed to both athapa@acmua, **and** istill@acmua.org with reference to this RFP clearly indicated in the subject matter. Questions received after the deadline will not be answered. All questions received and answers will be made available to all potential proposers on the Authority's website at www.acmua.org. Proposers are advised to check the website for any updates.

ADDENDA/REVISIONS TO RFP

Addenda or revisions to this RFP, if any, shall be posted on the ACMUA website and provided to all firms that have received this RFP. Proposers are advised to check the website for any updates.

EXCEPTIONS TO THE PROPOSAL

Any deviation from the RFP 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: No changes, additions, or deletions may be made to the General Conditions by the submitter. Any such alterations to the General Conditions may result in 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 the RFP. Such notification of withdrawal **must be made in writing** and may be submitted via email to athapa@acmua.org and istill@acmua.org. Once the time for submittal has passed, the successful submitter may not withdraw, cancel, or modify their proposal, and it is assumed that the proposal has been accepted for consideration by the Authority.

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 prepared by the ACMUA, which includes the provisions set forth in this RFP.

NO SUBCONTRACTORS OR ASSIGNMENT OF CONTRACT

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. Moreover, assignment, transfer, or otherwise conveying any obligations, rights, or other responsibilities and interests herein is strictly prohibited without the prior written consent and approval of the Authority.

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. The proposer will not be compensated for making the presentation.

SECTION II. DETAILED REQUIREMENTS OF THE RFP

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. Resorts International and Bally's Park Place Hotel Casino have 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. Proposers are encouraged to review more detailed information about the operations and financial obligations of the ACMUA on its website at www.acmua.org

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 the criteria listed herein and select the candidate who is determined to serve the ACMUA best.

CONTRACT TERM

The term of the contract is for one (1) year from the date of the award. The Authority *may*, at its discretion, extend the term for an additional one (1) year period.

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 the president, chairman, vice president, secretary, chief operation officer, chief financial officer, and general manager (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 similar services must be provided. The ACMUA may obtain references from any of the parties listed;
- D.** Proof of insurance in types and amounts satisfactory to the Authority as provided in Section 7 herein;
- E.** Proof of any necessary license or certification for all individuals assigned to the engagement;
- F.** Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency;
- G.** A statement that the proposer will comply with the General Terms and Conditions required by ACMUA and enter into the ACMUA's standard Services Contract;
- H.** Company's Fee Schedule (copy of form attached)
- I.** An Affirmative Action Statement (copy of form attached);
- J.** A completed Owner Disclosure Statement (copy of form attached);
- K.** A completed Non-Collusion Affidavit (copy of form attached);
- L.** Disclosure of Investment Activities in Iran certification (copy of form attached)
- M.** Prohibited Activities in Russia-Belarus certification (copy of form attached);
- N.** Form of Company; i.e., sole proprietor, partnership, limited liability company, or corporate;
- O.** A copy of the proposer's Business Registration Statement

COST PROPOSAL

Proposers should submit a completed cost proposal on the Fee Schedule Form (Attachment A). The cost proposal should include all details of any fees to be paid by the ACMUA 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. If the schedule does not contain a specific category applicable to the proposer's services, please append such additional information.

The proposer is required to hold its prices firm throughout the selection process, award of the contract, and first year of the contract term. If the Authority elects to extend the contract for additional terms, the pricing may be adjusted for extension years based on a percentage price escalator contained in the proposer's fee schedule.

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 need to be amended.
- C.** Assist the Authority in the development of a comprehensive capital plan, including the timing and security for planned borrowings, for its general fund and enterprise fund activities.
- D.** Assist and review multiple funding options for the Authority and its capital projects, including but not limited to the New Jersey Infrastructure and private funding.
- E.** Coordinate bond ratings for the Authority debt issuances.
- F.** Prepare projections and related analyses in order to assist the ACMUA in preparing a request for proposals that maximize the value of any concession agreement.
- G.** To the extent required, assist the ACMUA in determining the amount, if any, required to repay any grants.

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

PROPOSAL EVALUATION

ACMUA will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP, price, and other factors included. However, the proposal cost is important to the ACMUA. The ACMUA will make the award that is in the best interest of the ACMUA based on cost and other considerations. Each proposal must satisfy the objectives and requirements detailed in this RFP. 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.

LICENSING:

The successful proposer shall be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board.

If the successful proposer 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.

The 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 the license or certification held by the successful proposer. 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.

SECTION III. GENERAL TERMS AND CONDITIONS

PROPOSAL LIMITATIONS

This RFP 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 the issuance of this RFP. In its sole discretion, the ACMUA reserves the right to refuse any proposal submitted.

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 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, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

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.

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 the 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 and/or its employees, 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 and/or its employees but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant and/or its employees, 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 and/or its employees under this Agreement, whether or not the Consultant and/or its employees 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 the Consultant’s proposal, which shall be of no force and effect.

INSURANCE

The successful proposer shall maintain liability insurance deemed satisfactory by the ACMUA. The proposal must include evidence of current coverage, the types and amounts carried, **including the deductible amounts, and must cover errors and omissions, improper judgments, and negligence.** 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 proposer shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the ACMUA at the address shown below. If the proposer's insurer cannot provide 30 days' written notice, then it will become the obligation of the proposer to provide the same. The proposer shall provide the ACMUA with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The proposer shall not begin to provide services or goods to the ACMUA until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list an Additional Insured as the Atlantic City Municipal Utilities Authority, Atlantic City, New Jersey 08401, in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the ACMUA Assistant Director of Finance, Ms. Anita Thapa, at athapa@acmua.org

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

APPLICABLE LAW

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

INDEPENDENT CONTRACTOR STATUS

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

TERMINATION:

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

- 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, 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.
- E.** Each proposal must be signed and each page initialed 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 the date of award unless otherwise renewed as stated herein. All contract awards are subject to the availability of funds.
- I.** 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 a 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.

- J.** All services shall be performed within the United States of America.
- K.** 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.
- L.** 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.
- M.** 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.
- N.** 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.
- O.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the ACMUA's Executive Director's judgement shall be final and conclusive.
- P.** The ACMUA shall not be responsible for any expenditure of monies or other expenses incurred by the Proposer in making its proposal.
- Q.** 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.

- R.** 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.
- S.** Pursuant to N.J.A.C. 17:44-2.2, the successful proposer, if awarded a contract shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."
- T.** Pursuant to N.J.S.A 52:15C-14(d), Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.
- U.** In the hiring of persons for the performance of work under this contract or any subcontract hereunder or for the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies, or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder or engaged in the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

BASIS OF AWARD

**(To be completed by ACMUA evaluation committee)
(100 Points 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.

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information <u>5</u> points	
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned <u>25</u> points	
C. Relevance and Extent of Similar Engagements performed <u>20</u> points	
D. Plan for performing engagement is realistic, thorough, demonstrates knowledge of the Authority's history and requirements and personnel availability <u>25</u> points	
E. Reasonableness of Cost Proposal <u>25</u> points	
TOTAL:	

ATTACHMENT A
COMPANY'S FEE SCHEDULE

ISSUANCE OF BONDS AND NOTES	1st YEAR COST	2nd YEAR COST
BOND ISSUANCE <5,000,000 >10,000,000 >50,000,000 >100,000,000		
NOTES ISSUANCE <5,000,000 >10,000,000 >50,000,000 >100,000,000		

NJ INFRASTRUCTURE BANK AND OTHER PRIVATE FUNDING	1st YEAR HOURLY RATE	2nd YEAR HOURLY RATE
<5,000,000 >10,000,000 >50,000,000 >100,000,000		

GENERAL SERVICES	1st YEAR HOURLY RATE	2nd YEAR HOURLY RATE
4. CONSULTING (Include Each Staff Level)		
GENERAL SERVICES	1st YEAR COST	2nd YEAR COST
5. CONTINUING DISCLOSURE SERVICES		

ATTACHMENT B

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:** _____

ATTACHMENT C

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 _____

ATTACHMENT D

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:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

ATTACHMENT E

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:** _____

ATTACHMENT F
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (“Vendor”) that seeks to enter into or renew a contract with a State agency or local unit for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. If the local contracting unit determines that a person has submitted a false certification concerning its engagement in prohibited activities in Russia or Belarus pursuant to section 1 of P.L.2022, c.3 (C.52:32-60.1), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in subsection c. of section 1 of P.L.2022, c.3 (C.52:32-60.1).

c. The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

CERTIFICATION

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus and is not engaged in prohibited activities in Russia or Belarus.
- B. That I am unable to certify as to “A” above, because the Vendor is identified on the Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia and/or Belarus.
- C. That I am unable to certify as to “A” above, because the Vendor, though not identified on the

Department of the Treasury’s list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor’s activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity (Attach Additional Sheets If Necessary.)

Additional Certification of Federal Exemption and/or License
(Complete only if appropriate)

D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor’s activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. (Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor’s Name

Vendor’s Phone Number

Vendor’s Address (Street Address)

Vendor’s Fax Number

Vendor’s Address (City/State/Zip Code)

Vendor’s Email Address

Definitions

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

ii Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.