

REQUEST FOR QUALIFICATIONS FOR
AUDITING SERVICES CONTRACT
2023 AUDIT

ATLANTIC CITY MUNICIPAL UTILITIES ACMUA



Proposal Due Date: Tuesday, September 12, 2023
Time: 11:00 A.M

ADDRESS ALL PROPOSALS TO:

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

SECTION I. GENERAL INFORMATION & INSTRUCTIONS

A. ORGANIZATION REQUESTING PROPOSAL AND PURPOSE

The Atlantic City Municipal Utilities ACMUA ("ACMUA") solicits statements of qualification of applicants for appointment specialized accounting services. Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the Office of the Executive Director, 401 N. Virginia Avenue, Atlantic City, New Jersey 08404, no later than 11:00 A.M. E.S.T. Tuesday, September 12, 2023. All responses shall be opened and announced publicly immediately thereafter by the ACMUA Clerk. Responses will be reviewed by the governing body, and all appointments will be announced at a public meeting.

B. EXAMINATION OF PROPOSAL DOCUMENTS

A copy of the RFQ package may be obtained from the offices of the Atlantic City Municipal Utilities ACMUA (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 RFQ document and will submit the forms and affidavits contained in this RFQ without alteration. The ACMUA will not accept RFQ forms that have been recreated or reformatted by the submitter.

C. DEADLINE FOR SUBMISSION

Proposals are due at 11:00 A.M. EST on Tuesday, September 12, 2023. 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 RFQ are to be delivered to:

**ATTN: Michael A. Armstrong, Executive Director
Atlantic City Municipal Utilities ACMUA – Board Room
401 N. Virginia Avenue, Atlantic City, New Jersey 08401**

D. 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 ACMUA at or before the due date and time. Proposals received after the deadline date and time will be returned to the submitter unopened.

E. ERRORS IN PROPOSALS

Submitters are cautioned to verify their proposals prior to submission.

F. QUESTIONS AND ANSWERS

The ACMUA will accept questions regarding this RFQ **via email only until 12:00 p.m. EST on, Monday September 11, 2023.** To ensure your question is received, it should be directed to both athapa@acmua.org ***and*** istill@acmua.org with reference to this RFQ 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 ACMUA's website at www.acmua.org. Proposers are advised to check the website for any updates.

G. ADDENDA/REVISIONS TO RFQ

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

H. EXCEPTIONS TO THE PROPOSAL

Any deviation from the 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: 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.

I. 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 RFQ. 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 ACMUA.

J. 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.

K. CONTRACT FORM

The successful proposer shall be required to execute a contract prepared by the ACMUA, which incorporates the provisions and General Conditions set forth in this RFQ.

L. NO SUBCONTRACTORS OR ASSIGNMENT OF CONTRACT

The submitter shall not include any subcontractors in its proposal for the performance of any of the services that will be performed under the contract. The 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 ACMUA.

M. 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 RFQ

A. 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.

B. NATURE OF SERVICES

The ACMUA is requesting proposals for experienced/qualified individuals and firms qualified to provide specialized accounting services as more specifically defined below. The candidates shall have a minimum of 5-years of professional experience in serving and performing municipal utility audits and hold a valid New Jersey Certified Public Accountant license, a “Registered Municipal Accountant” certificate from the State of New Jersey, and a valid New Jersey Business Registration certificate.

The purpose of this Request for Qualification is to solicit proposals from various individuals and firms so that the ACMUA 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.

C. CONTRACT TERM

The term of the contract is for one (1) year from the date of the award. All contract awards are subject to the availability of funds.

D. PROPOSAL FORMAT

The request for qualifications is to be formatted as follows to assure consistency:

- Section A. Understanding of the Scope of Services to be provided for the ACMUA.
- Section B. Qualifications & Experience
- Section C. Resume & Qualifications of Key Personnel
- Section D. Client Reference List
- Section E. Conflict of Interest(s): This section should disclose any potential conflicts of interest that the firm may have in performing these services for the ACMUA.
- Section F. Miscellaneous/Other information (This section is for any further pertinent data and information not included elsewhere in the RFQ and found necessary by the proposer).
- Section G. Required documentation.
- Section H. Fee Schedule

E. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL

Proposers should submit a technical proposal which contains the following:

1. 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);
2. 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;
3. 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;
4. Proof of insurance in types and amounts satisfactory to the ACMUA as provided in Section 3 herein;
5. Proof of any necessary license or certification for all individuals assigned to the engagement;
6. 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;
7. 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;
8. Company's Fee Schedule (Attachment A);
9. An Affirmative Action/Equal Opportunity Employment Statement (Attachment B);
10. A completed Non-Collusion Affidavit (Attachment C);
11. A completed Statement of Owner Disclosure (Attachment D);

12. Disclosure of Investment Activities in Iran Certification (Attachment E);
13. Prohibited Activities in Russia-Belarus Certification (Attachment F);
14. A completed IRS Form W9 denoting form of company; i.e., sole proprietor, partnership, limited liability company, or corporate; (Attachment G)
15. A copy of the proposer's NJ Business Registration Certificate;
16. Each proposal must be signed and each page initialed by the person authorized to do so; and
17. 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.

F. 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 proposals must also include a per diem rate for any and all employees that will be working on the project for the firm soliciting the proposal. These rates will be used both for charges for additional work as requested by the MUA, and in addition, will be used as supporting documentation for work efforts performed on behalf of the MUA. The price proposal shall be a maximum cost; however, the MUA shall expect a discount if the Accounting Firm is able to perform the work in a less expensive manner. The MUA will not increase the upset limit.

The cost proposal shall include a price for the preparation and certification of the annual audit in accordance with the provision by N.J.S.A 40A:5A-15 and the financial reporting model described in GASB Statement No. 34. A separate price for the performance of the Single Audit, if necessary, to be performed, should be provided. Hourly rates for additional services of a technical/advisory nature relating to various accounting, financial and budgetary matters and connection fee analysis should also be provided. The Authority does not provide payment for or reimbursement for travel expenses.

The proposer is required to hold its prices firm throughout the selection process and award of the contract.

G. PROPOSAL EVALUATION

ACMUA will select the most advantageous proposal based on all of the evaluation factors set forth in this RFQ, 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 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 sixty (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.

H. LICENSING:

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.

SECTION III. GENERAL TERMS AND CONDITIONS

A. PROPOSAL LIMITATIONS

This 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 the issuance of this RFQ.

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

C. 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.

D. INSURANCE

The selected firm shall procure and maintain at its own expense, until at least one year after the completion of all work performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The selected expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the selected firm’s obligations assumed in this Agreement, and shall not be construed to relieve the selected firm from liability in excess of such coverage, nor shall it preclude the ACMUA from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

Such coverage must be purchased and maintained from insurance companies authorized to transact the business of insurance in the ACMUA of New Jersey and are rated *A-VIII* or better by A. M. Best Company. In each policy, the Contractor shall have incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Contractor warrants if the insurer, or coverage, is not subject to statutory or other provisions requiring thirty (30) Day prior notification of cancellation or non-renewal, it will, in any event, provide notice, in writing, to the Authority immediately upon receipt of any cancellation or non-renewal of any insurance coverage required under this Section.

The ACMUA shall be named as an Additional Insured. The selected firm's coverage shall be on a primary, non-contributory basis.

- (a) Commercial General Liability
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$2,000,000 General Aggregate
 - \$1,000,000 Any One Occurrence (Coverage A)
 - \$1,000,000 Any One Person or Organization (Coverage B)

- (b) Automobile Liability (Comprehensive Coverage)
 - \$1,000,000 Each Accident

- (c) Commercial Excess Liability ("Umbrella")
 - \$5,000,000 Products/Completed Operations Aggregate
 - \$5,000,000 General Aggregate
 - \$5,000,000 Any One Occurrence (Coverage A)
 - \$5,000,000 Any One Person or Organization (Coverage B)

- (d) Employers Liability (Coverage B on the Workers' Compensation Policy)
 - \$500,000 Each Accident
 - \$500,000 For Each Employee for Injury by Disease
 - \$500,000 Aggregate for Injury by Disease

Workers Compensation

- Minimum Employer's Liability \$1,000,000 per Accident
- Employer's Liability Insurance:

Professional Liability Insurance

The selected firm shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance sufficient to protect the selected firm from any liability arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000 and in such policy form as shall be approved by the ACMUA. Should the selected firm change carriers during the term of this Agreement, the selected firm shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

The selected firm shall, prior to the commencement of the services required under this Agreement, provide the ACMUA with valid Certificates of Insurance as evidence of the selected firm's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in (a), (b), (c), and (d) above.

The Certificates submitted to the ACMUA shall clearly set forth all exclusions and deductible clauses. The ACMUA, in its sole discretion, may allow certain deductible clauses which it does not consider excessive, overly broad, or harmful to the interest of the ACMUA. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth in (a), (b), (c), and (d) above. Allowance of any additional exclusions will be at the discretion of the ACMUA. Regardless of the allowance of exclusions or deductions by the ACMUA, the selected firm shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Agreement and as imposed by law.

The Certificates shall provide for thirty (30) days' notice in writing to the ACMUA prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The

selected firm shall further be required to provide the ACMUA with valid certificates of renewal of the insurance upon the expiration of the policies. The selected firm shall also, upon request, provide the ACMUA with copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the selected firm. All certificates and copies of insurance policies shall be emailed to the Atlantic City Municipal Utilities Authority, Attn: ISStill@acmua.org. Hard copies and/or originals of any certificates or insurance policies required by this Agreement shall also be provided to the ACMUA upon request.

In the event that the selected firm provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the selected firm is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the selected firm shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the ACMUA is continuously in possession of evidence of the selected firm's insurance in accordance with the foregoing provisions.

In the event the selected firm fails or refuses to renew any of its insurance policies or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the ACMUA may refuse to make payment of any further monies due under this Agreement or refuse to make payment of monies due or coming due under other agreements between the selected firm and the ACMUA. The ACMUA, in its sole discretion, may use monies retained under this paragraph to renew the selected firm's insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the ACMUA may, at its option, either suspend work under this Agreement, or proceed to default the selected firm and thereby terminate this Agreement.

E. INDEMNIFICATION

The selected firm shall defend, indemnify, protect, and save harmless the ACMUA, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act, error, or omission of the selected firm, its agents, servants, employees, and subcontractors in the performance of this Agreement. The selected firm shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the ACMUA for which indemnification is provided under this paragraph, the selected firm shall, at its own expense, satisfy and discharge the same.

The ACMUA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the selected firm along with full and complete particulars of the claim. If a suit is brought against the ACMUA or any of its agents, servants, and employees, the ACMUA shall expeditiously forward or have forwarded to the selected firm every demand, complaint, notice, summons, pleading, or other process received by the ACMUA or its representatives.

It is expressly agreed and understood that any approval by the ACMUA of the services performed and/or reports, plans, or specifications provided by the selected firm shall not operate to limit the obligations of the selected firm assumed in this Article or in the other provisions of this Agreement. It is further understood and agreed that the ACMUA assumes no obligation to indemnify or save harmless the selected firm, its agents, servants, employees, and subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the selected firm expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the selected firm's obligations assumed in this Agreement, nor shall they be construed to relieve the selected firm from any liability, nor preclude the ACMUA from taking any other actions available to it under any other provisions of this Agreement or otherwise in law.

F. APPLICABLE LAW

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

G. INDEPENDENT CONTRACTOR STATUS

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

H. TERMINATION

Any contract entered into by and between the ACMUA, and the successful proposer may be terminated by the ACMUA at its sole discretion. In case of failure by the successful proposer to supply the required services, 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.

I. MANDATORY EEO/AFFIRMATIVE ACTION INFORMATION

In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, the successful proposer must agree to obtain individual employer certification and number or 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 other forms of compensation; and a section for training, including apprenticeship.

The successful proposer shall submit to the ACMUA, after notification of award, but prior to the execution of contract, one of the following three (3) documents:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program;
- ii. A Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27 et seq.; or
- iii. Evidence of submission of An Initial Employee Report, Form AA-302 to the Treasurer, State of New Jersey, Division of Purchase & Property Contract Compliance and Audit Unit

J. NEW JERSEY ANTI-DISCRIMINATION

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.

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.

K. AMERICANS WITH DISABILITIES ACT

The Contractor and the ACMUA do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. s1201 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the ACMUA pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the ACMUA in any action, or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the ACMUA, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the ACMUA's grievance procedure, the Contractor agrees to abide by any decision of the ACMUA, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the ACMUA or if the ACMUA incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The ACMUA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the ACMUA or any of its agents, servants, and employees, the ACMUA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the ACMUA or its representatives.

It is expressly agreed and understood that any approval by the ACMUA of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the ACMUA pursuant to this paragraph.

It is further agreed and understood that the ACMUA assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the ACMUA from taking any other actions available to it under the provisions of the Agreement or otherwise at law.

L. RECORDS RETENTION

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 (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

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.

M. MISCELLANEOUS

All services shall be performed within the United States of America.

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.

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.

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.

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.

The ACMUA shall not be responsible for any expenditure of monies or other expenses incurred by the Proposer in making its proposal.

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.

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.

SECTION IV. SPECIFIC SCOPE OF SERVICE REQUIREMENTS

The Atlantic City Municipal Utilities Authority (ACMUA) is a duly formed municipal utilities authority under the laws of the State of New Jersey. The ACMUA is required to comply with the laws of the State of New Jersey and specifically for this engagement, the ACMUA is required to follow the New Jersey Administrative Code as established by the Department of Community Affairs regulating local authorities.

The requirements of the Audit are set forth in the "New Jersey Local Authorities Accounting Principals and Auditing Standards Manual." The Audit is expected to perform fund accounting and provide details on all accounts established pursuant to the ACMUA's Bonds as required by the Bond Resolution.

The selected firm will audit the financial statements of the Atlantic City Municipal Utilities Authority as of and for the year ended December 31, 2023. The financial statements will be presented as prescribed by N.J.S.A 40A:5A-15 and in accordance with the financial reporting model described in GASB Statement No. 34. The document submitted to you will include the following additional information that will be subjected to the auditing procedures applied in the audit of the financial statements:

- Management's Discussion and Analysis

In addition, the selected firm will compile a forecasted operating budget and summary of significant forecasted budget assumptions of the Authority's proposed budget.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether the MUA's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of "management's discussion and analysis" when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- i. Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- ii. Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization; and New Jersey OMB Circular 04-04, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.
- iii. The report on internal control and compliance will each include a statement that the report is intended for the information and use of the governing body, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.
- iv. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; the provisions of OMB Circular A-133 and the provisions of OMB 04-04, and will include tests of accounting records, a determination of major program(s) in accordance with Circulars A-133 and 04-04, and other procedures considered necessary to enable the selected firm to express such an opinion and to render the required reports. If the opinion on the financial statements or the Single Audit compliance opinion is other than

unqualified, the selected firm will fully discuss the reasons with the MUA in advance.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. The selected firm will plan and perform the audit to obtain assurance about whether the financial statements are free of material misstatement, whether from error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. As required by the Single Audit Act Amendments of 1996, OMB Circular A-133 and New Jersey OMB Circular 04-04, the audit will include tests of transactions related to State Award and Loan Programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. The selected firm will inform the MUA of any material errors and any fraudulent financial reporting or misappropriation of assets that come to their attention. The selected firm will also inform the MUA of any other violations of laws or governmental regulations that come to their attention unless clearly inconsequential. The selected firm will include such matters in the reports required for a Single Audit.

The selected firm's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and will include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions.

Audit Procedures - Internal Controls

The selected firm will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and the firm will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that the firm considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

As required by OMB Circular A-133 and New Jersey OMB Circular 04-04, the selected firm will perform tests of controls to evaluate the effectiveness of the design and operation of controls that they consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major award program.

The selected firm will inform the governing body or audit committee of any matters involving internal control and its operation that it considers to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to the firm's attention relating to significant deficiencies in the design or operation of the internal control that, in the firm's judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. The firm will also inform the MUA of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133 and OMB Circular 04-04.

Audit Procedures - Compliance

The audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the selected firm will perform tests of the Atlantic City Municipal Utilities Authority's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements.

OMB Circular A-133 and New Jersey OMB Circular 04-04 requires that the selected firm also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. The procedures will consist of

the applicable procedures described in the OMB Circular A-133 Compliance Supplement and New Jersey OMB Circular 04-04 Compliance Supplement. The purpose of those procedures will be to express an opinion on the Atlantic City Municipal Utilities Authority's compliance with requirements applicable to major programs in the report on compliance issued pursuant to OMB Circular A-133 and New Jersey OMB Circular 04-04.

The Audit shall be completed and filed with the Authority within four months after the close of the 2023 calendar year or Audit Extension due date.

The selected firm will also perform a single Audit Report in accordance with the Uniform Guidance standard if deemed necessary. Additional services may also be required, including technical/advisory nature relating to various accounting, financial, and budgetary matters, and annual connection fee analysis. As the level and extent of additional services which may be needed are not known, they should be excluded from the annual audit fee. Please provide separate or hourly rates for such services.

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

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 MAY BE CAUSE FOR REFUSAL.

INITIAL BELOW

- A. An original with **Three (3) signed copies** of your complete proposal. _____
- B. **Attachment A:** Company's Fee Schedule _____
- C. **Attachment B:** Mandatory Equal Opportunity Employment Language _____
- D. **Attachment C:** Non-Collusion Affidavit (properly notarized) _____
- E. **Attachment D:** Ownership Disclosure Statement (properly notarized) _____
- F. **Attachment E:** Disclosure of Investment Activities in Iran _____
- G. **Attachment F:** Prohibited Activities in Russia-Belarus Certification _____
- H. **Attachment G:** IRS Form W9 (signed and dated) _____
- I. Authorized **signatures** on all forms. _____
- J. Business Registration Certificate(s) (**Must be submitted prior to award**) _____
- K. EEO/AA Form AA-302 **or** Letter of Federal Approval **or** Certificate of Employee Info Report (**Submitted after Notice of Award, Prior to Signing of Contract**) _____
- L. **Certificate of Insurance** for Professional Liability Insurance coverage _____
- M. **Certificates of Insurance** for Worker's Compensation & Umbrella Insurance _____
- N. **Schedule A**, Insurance and Indemnification Agreement _____
- O. A copy of the firm's current **Accountancy Firm Registration** _____
- P. A copy of the most recent **Quality Control Review Report** _____
- Q. A copy of the most recent **Peer Review Letter** from an outside reviewer. _____
- R. **List of Audits** completed for other authorities in the State of New Jersey _____

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS

NAME OF PROPOSER: _____
Person, Firm, or Corporation

BY: _____
(NAME) (TITLE)

ATTACHMENT A

COMPANY'S FEE SCHEDULE

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 D

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

(SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *ACMUA* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Authority* to notify the *Authority* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the *ACMUA*, permitting the *Authority* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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).

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.

ATTACHMENT G

Form <b style="font-size: 24pt;">W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)				
	Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>			
	Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	or Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> </table>			

Part II	Certification
	Under penalties of perjury, I certify that: <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
	Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.