

**REQUEST FOR QUALIFICATIONS FOR
VARIOUS PROFESSIONAL SERVICES**

ATLANTIC CITY MUNICIPAL UTILITIES ACMUA



**Proposal Due Date: Tuesday, January 30, 2024
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

ORGANIZATION REQUESTING PROPOSAL AND PURPOSE

The Atlantic City Municipal Utilities ACMUA ("ACMUA" solicits statements of qualification of applicants for appointment to the following professional positions. 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. Tuesday, January 30, 2024**. 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.

**SOLICITOR
LABOR AND EMPLOYMENT COUNSEL
SPECIAL COUNSEL
BOND COUNSEL
HEARING OFFICER
CONSULTING ENGINEER**

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.

DEADLINE FOR SUBMISSION

Proposals are due at 11:00 A.M. EST on Tuesday, January 30, 2024. 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 Michael A. Armstrong, Executive Director, Atlantic City Municipal Utilities ACMUA 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 ACMUA 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 ACMUA will accept questions regarding this RFQ **via email only until 12:00 p.m. EST on Friday, January 26, 2024.** To ensure your question is received, it should be directed to both athapa@acmua, **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.

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.

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.

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.

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 incorporates the provisions and General Conditions set forth in this RFQ. The ACMUA form contract is attached hereto as Exhibit G.

NO SUBCONTRACTORS OR ASSIGNMENT OF CONTRACT

Submitter shall not include any subcontractors in its proposal for the performance of any of the 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 ACMUA.

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

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 legal and engineering professional services as more specifically defined below.

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.

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.

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

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 ACMUA as provided in Section 3 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
- P. Each proposal must be signed and each page initialed by the person authorized to do so.
- Q. 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.

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 for completing work, providing advice, and consulting services. If the schedule does not contain a specific category applicable to the proposer's services, please append such additional information. 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.

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

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 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:

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

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.

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.

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.

INSURANCE

The CONTRACTED VENDOR 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 CONTRACTED VENDOR expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the CONTRACTED VENDOR's obligations assumed in this Agreement, and shall not be construed to relieve the CONTRACTED VENDOR 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. CONTRACTED VENDOR'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 CONTRACTED VENDOR shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect the CONTRACTED VENDOR 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 CONTRACTED VENDOR change carriers during the term of this Agreement, the CONTRACTED VENDOR shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

The CONTRACTED VENDOR shall, prior to the commencement of the services required under this Agreement, provide the ACMUA with valid Certificates of Insurance as evidence of the CONTRACTED VENDOR'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 1(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 1a., b., c., and d. above. Allowance of any additional exclusions will be in the discretion of the ACMUA. Regardless of the allowance of exclusions or deductions by the ACMUA, the CONTRACTED VENDOR 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 CONTRACTED VENDOR shall further be required to provide the ACMUA with valid certificates of renewal of the insurance upon the expiration of the policies. The CONTRACTED VENDOR 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 CONTRACTED VENDOR. 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 CONTRACTED VENDOR provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the CONTRACTED VENDOR is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the CONTRACTED VENDOR 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 CONTRACTED VENDOR's insurance in accordance with the foregoing provisions.

In the event the CONTRACTED VENDOR 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 CONTRACTED VENDOR and the ACMUA. The ACMUA, in its sole discretion, may use monies retained under this paragraph to renew the CONTRACTED VENDOR'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 CONTRACTED VENDOR and thereby terminate this Agreement.

INDEMNIFICATION

The CONTRACTED VENDOR 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 CONTRACTED VENDOR, its agents, servants, employees and subcontractors in the performance of this Agreement. The CONTRACTED VENDOR 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 CONTRACTED VENDOR 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 CONTRACTED VENDOR along with full and complete particulars of the claim. If suit is brought against the ACMUA or any of its agents, servants, and employees, the ACMUA shall expeditiously forward or have forwarded to the CONTRACTED VENDOR 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 CONTRACTED VENDOR shall not operate to limit the obligations of the CONTRACTED VENDOR 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 CONTRACTED VENDOR, its agents, servants, employees and subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTED VENDOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTED VENDOR's obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTED VENDOR 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.

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. 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.

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, 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

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.

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 thereto, 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 the 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.

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 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.

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.

SPECIFIC SCOPE OF SERVICE REQUIREMENTS

SOLICITOR

GENERAL CRITERIA: The Atlantic City Municipal Utilities ACMUA desires to appoint a municipal attorney who will be the chief, general legal officer of the ACMUA. Applicants should demonstrate knowledge of general New Jersey public utilities law, municipal law, civil law and municipal contract law. Any experience or knowledge of matters directly affecting the Atlantic City Municipal Utilities ACMUA should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than ten (10) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years experience in the general representation of municipal governments or municipal authorities.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must have sufficient support staff available to provide all general legal services required by the ACMUA including, but not limited to, attendance at Board and other special meetings, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts and other legal documents.

LABOR AND EMPLOYMENT COUNSEL

GENERAL CRITERIA: The Atlantic City Municipal Utilities ACMUA desires to appoint an attorney or firm who will be the ACMUA's primary representative in all matters relating to labor relations. Applicants should demonstrate knowledge of and experience in the representation of public employers. Any experience or knowledge of matters that directly affect the Atlantic City Municipal Utilities ACMUA should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative agencies of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must have a minimum of seven (7) years of experience representing public employers in employment and labor relation matters.
3. Must have sufficient support staff to provide all services required by the ACMUA including, but not limited to, legal research, preparation of legal memoranda, contracts and other legal documents.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must list past and present public employers represented as Labor Counsel.

BOND COUNSEL

GENERAL CRITERIA: The Atlantic City Municipal Utilities ACMUA desires to appoint an attorney or firm who will be the primary legal representative of the ACMUA in all matters relating to the issuance of public debt instruments including bonds and bond anticipation notes of the ACMUA. Applicant should demonstrate knowledge of municipal bond and finance law. Any experience or knowledge of matters that directly affect the Atlantic City Municipal Utilities ACMUA should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must have a minimum of ten (10) years of experience representing municipal entities in connection with the approval of bond ordinances and the issuance of municipal bonds and/or notes.
3. Must maintain a bona fide office in the State of New Jersey.
4. Must have sufficient support staff to provide all services required by the ACMUA including, but not limited to, the preparation of all documents necessary and incidental to the issuance of bonds and other municipal obligations.
5. Must list past and present public entities represented as Bond Counsel.

SPECIAL COUNSEL

GENERAL CRITERIA: The Atlantic City Municipal Utilities ACMUA desires to appoint an attorney or firm to represent the ACMUA in both general and specific matters related to municipal governments on an as needed basis. Applicants should demonstrate knowledge of general New Jersey public utilities law, municipal law, civil litigation and municipal contract law. Any experience or knowledge of matters directly affecting the Atlantic City Municipal Utilities ACMUA should be addressed.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey for a period of not less than five (5) years preceding the proposed appointment, and eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of five (5) years of experience in the general representation of municipal governments or municipal authorities.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide principal office in the State of New Jersey.
5. Must have sufficient support staff available to provide all general legal services required by the ACMUA including, but not limited to, legal research, preparation of resolutions, preparation of ordinances, preparation of contracts, and other legal documents.

HEARING OFFICER

GENERAL CRITERIA: The Atlantic City Municipal Utilities ACMUA desires to appoint an

attorney who will be the ACMUA's hearing officer in all employment related disciplinary hearings, including civil service, police review hearings, and other administrative hearings. At the direction of the Executive Director, the Hearing officer will schedule and hold hearings either requested or required involving the major disciplinary matters of ACMUA employees. The appointee will also act as a hearing officer in matters in which factual appeals can be made to the ACMUA. At the request of Executive Director, the appointee will hold hearings on grievances filed by ACMUA labor unions in disputes involving collective bargaining agreements. Applicants should demonstrate knowledge of and experience in the conduct of administrative and employment hearings, including disciplinary and civil service matters. All hearings shall be followed by a written decision outlining the facts as the Hearing Officer sees it from the hearing presentation within a reasonable amount of time, as required by law, following the hearing.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be licensed to practice law in the State of New Jersey, eligible to appear before state and federal courts and administrative agencies.
2. May be a retired Judge of the Superior Court of New Jersey or retired Administrative Law Judge with extensive experience in handling cases from the New Jersey Department of Personnel; or
3. Must have a minimum of seven (7) years handling public sector disciplinary hearings and grievance hearings involving public sector collective bargaining agreements.
4. Must have sufficient support staff to provide all services required by the ACMUA including, but not limited to the preparation of any written decisions and other legal documents, as may be required in the hearing.
5. Must maintain a bona fide principal office in the State of New Jersey.
6. Must list all past and present public employers and any collective bargaining units represented as Labor Counsel.
7. Identify or advise of any potential conflicts of interest.

CONSULTING ENGINEER

GENERAL CRITERIA: The Atlantic City Municipal Utilities ACMUA desires to appoint a firm or firms to provide consulting engineering services to the ACMUA. Applicants should demonstrate knowledge and experience with respect to all aspects of engineering services required by a municipal entity. Any experience or knowledge of matters that directly affect the Atlantic City Municipal Utilities ACMUA should be addressed. The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, and regulations.

MANDATORY MINIMUM REQUIREMENTS:

1. Must be certified to provide engineering services in the State of New Jersey.
2. Must have a minimum of five (5) years experience in providing consulting services to municipalities including demonstrated experience with road programs, drainage improvement projects, combined sewer projects, utility upgrades and replacement, public building improvement programs, recreational facilities, land surveying and mapping projects.
3. Must be experienced in obtaining permits and approvals from various state, county, and local regulatory agencies.
4. Must maintain a staff of New Jersey licensed or certified professionals sufficient to service the Atlantic City Municipal Utilities ACMUA including, but not limited to civil engineers, land surveyors, planners, environmental scientists, and construction administrators.

5. Must maintain a principal office location in close proximity to the ACMUA to be able to respond to emergent matters promptly.
6. Must be experienced in the preparation of grant applications.
7. Must have project managers with at least five (5) years of municipal experience.
8. Must list past and present municipalities served as Consulting Engineer.

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

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

INITIAL
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: Form of Contract _____
- I. Authorized signatures on all forms. _____
- J. Business Registration Certificate(s) **Must be submitted prior to award** _____

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

- K. EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report **(to be submitted after Notice of Award, Prior to Signing of Contract)** _____

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 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 ACMUA 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.

ATTACHMENT G
Form of Contract

STANDARD TERMS AND CONDITIONS OF AGREEMENT
BETWEEN
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY ("ACMUA")
AND
"CONSULTANT")

ARTICLE 1
TERM

ARTICLE 2
LEGAL JURISDICTION

This Agreement shall be construed and shall be governed in accordance with the Constitution of the State of New Jersey and the laws governing the ACMUA.

ARTICLE 3
LAWS TO BE OBSERVED

The CONSULTANT shall keep fully informed of all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Project, or which in any way affect the conduct of the work. It shall at all times observe and comply with, and shall cause its agents, subcontractors, and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the ACMUA and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between the Agreement and any such law, ordinance, regulation, order, or decree, the CONSULTANT shall immediately report the same to the ACMUA in writing.

ARTICLE 4
PERMITS, LICENSES, AND TAXES

The CONSULTANT shall procure all permits, grants, and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful performance of the work, except that where the ACMUA has procured permits, grants, or licenses relating to the performance of the work, the CONSULTANT will be relieved of the above obligation to the extent provided by the terms of such permit, grant or license. However, the CONSULTANT shall advise the issuing agency or party of its proposed operations and obtain their cooperation and such supplemental permission as may be necessary. The CONSULTANT shall obtain from the ACMUA all available information on the permits, grants, and licenses it has obtained. Charges for permits, grants, and licenses in connection with the work, that are not obtained by the ACMUA, shall be paid by the CONSULTANT and shall be included as allowable direct costs for itemized expenses on Cost Plus Fixed Fee agreements. On Fixed Price agreements such costs shall be deemed to be included in the Fixed Price.

ARTICLE 5

PATENTED DEVICES, MATERIALS, AND PROCESSES

If the CONSULTANT employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by a suitable legal agreement with the patentee or owner. The CONSULTANT shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. The CONSULTANT shall defend, indemnify and save harmless the ACMUA, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the ACMUA for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution of or after the acceptance of the work.

ARTICLE 6 INDEPENDENT CONTRACTOR

The relationship of the CONSULTANT to the ACMUA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the ACMUA by reason hereof. The CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the ACMUA, including but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE 7 THIRD PARTY BENEFICIARY CLAUSE

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement.

It is the further intent of the ACMUA and the CONSULTANT in executing this Agreement that no individual, firm, corporation, or any combination thereof, which supplies materials, labor, services or equipment to the CONSULTANT for the performance of the work becomes thereby a third party beneficiary of this Agreement. The ACMUA and the CONSULTANT understand that such individual, firm, corporation, or combination thereof, has no right to bring an action against the ACMUA, by virtue of its lack of standing.

ARTICLE 8 ASSIGNMENT OF FUNDS AND CLAIMS

The CONSULTANT shall not transfer or assign to any person any funds, due or to become due, under this Agreement, or claims of any nature it has against the ACMUA, without the written approval of the ACMUA having first been obtained. The ACMUA in its sole discretion, considering primarily the interests of the ACMUA, may grant or deny such approval.

ARTICLE 9 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of the Agreement, there shall be no liability upon the Executive Director, or other ACMUA officers or employees of the ACMUA, either personally or as officials of the ACMUA, it being understood that in all such matters they act solely as agents and representatives of the ACMUA.

ARTICLE 10 RECOVERY OF MONIES BY THE ACMUA

Whenever it is provided that the ACMUA withhold or deduct money from the monies due or to become due the CONSULTANT, or that the CONSULTANT is to pay or return monies to the ACMUA for any reason, or that the ACMUA can charge against the CONSULTANT certain costs, assessments or fines, or that the ACMUA can recover any sum for any reason from the CONSULTANT, it is understood that the ACMUA has available to it all monies due or to become due the CONSULTANT under this Agreement as well as under other agreements between the CONSULTANT and the ACMUA. Such other agreements shall include joint ventures in which the CONSULTANT is a participant, but only to the extent of its participation. The right to recover against the CONSULTANT as herein provided is in addition to and does not affect the right of the ACMUA to seek recovery against the CONSULTANT as otherwise allowed by law.

ARTICLE 11 NO WAIVER OF LEGAL RIGHTS

Notwithstanding any other provision of this Agreement, for a period of 3 years after final acceptance all estimates and payments made pursuant to the Agreement, including the Final Payment, shall be subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of quantities and payments. The CONSULTANT and the ACMUA agree to pay to the other any sum due under the provisions of this Article, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

A waiver on the part of the ACMUA of any breach of any part of the Agreement shall not be held to be a waiver of any other or subsequent breach.

The CONSULTANT, without prejudice to the terms of the Agreement, shall be liable to the ACMUA at any time both before and after completion of the work and final payment for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the ACMUA's rights under any warranty or guaranty.

ARTICLE 12 LIMITATIONS OF LIABILITY

In no event, whether under the provisions of this Agreement, as a result of breach hereof, tort (including negligence) or otherwise, shall the ACMUA be liable to the CONSULTANT for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, cost of capital, or interest of any nature.

ARTICLE 13 INDEMNIFICATION

The CONSULTANT 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 CONSULTANT, its agents, servants, employees and subcontractors in the performance of this Agreement. The CONSULTANT 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 CONSULTANT 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 CONSULTANT along with full and complete particulars of the claim. If suit is brought against the ACMUA or any of its agents, servants, and employees, the ACMUA shall expeditiously forward or have forwarded to the CONSULTANT 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 CONSULTANT shall not operate to limit the obligations of the CONSULTANT 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 CONSULTANT, its agents,

servants, employees and subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the CONSULTANT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONSULTANT's obligations assumed in this Agreement, nor shall they be construed to relieve the CONSULTANT 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.

ARTICLE 14 INSURANCE

The CONSULTANT 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 CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the CONSULTANT's obligations assumed in this Agreement, and shall not be construed to relieve the CONSULTANT 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. Consultant's coverage shall be on a primary, non-contributory basis.

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)

Automobile Liability (Comprehensive Coverage)

- \$1,000,000 Each Accident

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)

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 CONSULTANT shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect the CONSULTANT 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 Consultant change carriers during the term of this Agreement, the CONSULTANT shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

The CONSULTANT shall, prior to the commencement of the services required under this Agreement, provide the ACMUA with valid Certificates of Insurance as evidence of the CONSULTANT'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 1(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 1a., b., c., and d. above. Allowance of any additional exclusions will be in the discretion of the ACMUA. Regardless of the allowance of exclusions or deductions by the ACMUA, the CONSULTANT 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 CONSULTANT shall further be required to provide the ACMUA with valid certificates of renewal of the insurance upon the expiration of the policies. The CONSULTANT 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 CONSULTANT. 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 CONSULTANT provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the CONSULTANT is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the CONSULTANT 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 CONSULTANT's insurance in accordance with the foregoing provisions.

In the event the CONSULTANT 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 CONSULTANT and the ACMUA. The ACMUA, in its sole discretion, may use monies retained under this paragraph to renew the CONSULTANT'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 CONSULTANT and thereby terminate this Agreement.

ARTICLE 15 NOTICE

"Written notice" shall be sufficiently given when delivered or sent by United States mail to the CONSULTANT's project representative at his address, as shown in the Agreement, or to the ACMUA's Representative, respectively.

ARTICLE 16
TIME OF THE ESSENCE

All time limits as stated in the Agreement are of the essence.

ARTICLE 17
TECHNICAL AND ADMINISTRATIVE CONTROL DIRECTIVES

Copies of all technical and administrative control directives pertaining to services required under this Agreement are in the possession of the CONSULTANT, and the ACMUA will provide the CONSULTANT with copies of applicable future directives.

ARTICLE 18
CONSULTANT

The term "CONSULTANT" means the person, firm, or corporation which will perform the work. The term is used collectively to include the CONSULTANT and all other persons, firms, or corporations employed or contracted with by the CONSULTANT in connection with this Agreement.

ARTICLE 19
SUBCONTRACTING

When the CONSULTANT intends to subcontract any work under this Agreement, the subcontract must be consented to by the ACMUA prior to the CONSULTANT entering into the subcontract. It is understood, however, that consent of the ACMUA for the subcontracting of any work under this Agreement in no way relieves the CONSULTANT from its full obligations under the Agreement. The CONSULTANT shall at all times give personal attention to the fulfillment of this Agreement and shall keep the work under its control. Consent to the subcontracting of any part of the work shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the CONSULTANT's request for the making of a subcontract between the CONSULTANT and its chosen subcontractor. The CONSULTANT shall be responsible for all work performed by the subcontractor, which shall conform to the provisions of this Agreement. The CONSULTANT may not withhold retainage from Sub-consultants.

The Consultant agrees to comply with all applicable federal and New Jersey State prompt payment requirements, including but not limited to, 49 CFR 26.29 and N.J.S.A. 52:32-32.

ARTICLE 20
CONSULTANT'S PROJECT REPRESENTATIVE

The CONSULTANT shall assign to the work a competent project representative who shall coordinate all phases of the work, including additions and revisions thereto, until final acceptance of the work. The project representative's educational background and job experience shall be submitted to the ACMUA for review. The representative shall be approved by the ACMUA in writing. The representative shall be available to the ACMUA at all reasonable times and all correspondence from the ACMUA to the CONSULTANT relative to the Project shall be directed to him or her.

ARTICLE 21
REMOVAL OF CONSULTANT PERSONNEL

The CONSULTANT shall not remove any project representative, consulting engineer, specialist or other person whose name is submitted to the ACMUA as part of the CONSULTANT's Expression of Interest or Proposal, without the ACMUA's prior approval. The CONSULTANT acknowledges that the ACMUA relied on Project participation by all persons named in the Expression of Interest and Proposal in entering into this Agreement with the CONSULTANT. The ACMUA reserves the right to have such person replaced if, in the judgment of the ACMUA, any such person proves unsatisfactory.

ARTICLE 22 ACMUA'S RIGHT TO WITHHOLD PAYMENTS

The ACMUA shall have the right to withhold from payments due the CONSULTANT such sums as are necessary to protect the ACMUA against any loss or damage which may result from negligence or unsatisfactory work by the CONSULTANT, failure by the CONSULTANT to perform its obligations, or claims filed against the CONSULTANT or the ACMUA relating to the CONSULTANT's work or resulting therefrom.

ARTICLE 23 MONITORING OF WORK BY ACMUA

The CONSULTANT shall allow representatives of the ACMUA to visit the office(s) of the CONSULTANT periodically, without notice, in order to monitor work being performed under this Agreement.

ARTICLE 24 OWNERSHIP OF DOCUMENTS

Documents of every nature prepared under or as a result of this Agreement, including, but not limited to, all basic notes, sketches, drawings, specifications, computations, test data, survey results, models, photographs, and renderings are the property of the ACMUA. They shall be delivered to the ACMUA in good condition and properly indexed prior to final payment. The ACMUA may use these documents without reservation.

The CONSULTANT may retain and use copies of all such documents. The CONSULTANT will not be responsible for another party's application of the information contained in such documents other than that for which the information was intended. All technical data in regard to this Agreement, whether existing in the office of the CONSULTANT or existing in the offices of the ACMUA, shall be made available to either party to this Agreement without expense to the other party.

The CONSULTANT 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

ARTICLE 25 MONTHLY REPORTING

The CONSULTANT shall submit the following on a monthly basis to the ACMUA for its approval:

- I. Monthly Progress Reports are required regardless of billing activity. They shall include the following:
 - a. A narrative description of the work performed during the reporting period and, if necessary, a discussion of any difficulties or delays encountered;
 - b. A comparison, by task, of work performed to the baseline schedule including a narrative that clearly depicts the percentage completed by task;
 - c. A comparison, by task, of costs incurred with amounts budgeted (not applicable to Fixed Price Agreements);

- d. The percentage of work completed to date;
- e. A list indicating those submissions for which the CONSULTANT is awaiting a response.

Note: Monthly Progress reports will not be required on Construction Inspection Agreements or when notified by the ACMUA.

2. Invoices:

- a. The CONSULTANT shall prepare and submit an original company invoices for payment for work performed under this Agreement.
- b. The CONSULTANT shall submit a separate company invoice for each billing under this Agreement which includes a grand summary and supporting summaries for each Consultant Agreement Modification for Extra Work and sub-consultant work. If the agreement is a Term Agreement, supporting summaries for individual task orders are required, and must also detail sub-consultant work. A grand summary of the overall Term Agreement is not required.
- c. Each invoice shall contain, but is not limited to, the following:
 - i. The Agreement number and, when applicable, the Consultant Agreement Modification or Task Order number.
 - ii. The Consultant Agreement date and Contract Id#.
 - iii. The billing period covered by the invoice for the prime and Sub-consultant.
 - iv. The amount of the current billing and the amount for the items listed as follows:
 - a. For Cost Plus Fixed Fee Agreements:
 - 1. Salary Expense
 - 2. Payroll Burden & Overhead
 - 3. Non-Salary Direct Expense
 - 4. Sub-consultant Expense
 - 5. Proportional amount of Fixed Fee
 - b. For Fixed Price Agreements Plus Direct Non-Salary Expense Agreements:
 - 1. Fixed Price Prime
 - 2. Fixed Price- Sub-consultant Expense
 - 3. Direct Non-Salary Expense (detailed by line item)
 - c. For Fixed Price Agreements
 - 1. Fixed Price-Prime
 - 2. Fixed Price-Sub-consultant
 - v. Other items as determined by the ACMUA and communicated to the Consultant in writing.
- d. Receipts are not required to be submitted with an invoice for direct expenses unless noted within the contract, or requested by the contract manager. The consultant is required to retain receipts and supportive documentation for presentation at the time of audit.
- e. The CONSULTANT shall prepare the Final Invoice in accordance with the Agreement.
- f. The ACMUA will not process any invoice for payment without accompanying monthly progress reports for the corresponding reporting periods.

ARTICLE 26 PUBLIC EMPLOYEES

The CONSULTANT shall not engage on this Project, either on a full or part-time basis, without written consent from the ACMUA, any professional or technical personnel who are, or have been at any time during the period of this Agreement, in the employ of the Atlantic City Municipal Utilities Authority or the City of Atlantic City or Atlantic

County, except regularly retired employees, unless the written consent of the public employer of such person is obtained first.

ARTICLE 27 CHANGES - CONSULTANT AGREEMENT MODIFICATIONS AND ADDENDA

The ACMUA reserves the right to make such alterations, deviations, additions to, or omissions from the work to be performed under this Agreement or from the provisions of the Agreement affecting the performance of the work including the right to increase or decrease all or any portion of the work or to omit all or any portion of the work, as may be deemed by the ACMUA to be necessary or advisable. The ACMUA may also require such extra work as the ACMUA may determine to be necessary for the proper completion of the contemplated Project. Such increases or decreases, alterations and omissions shall not invalidate the Agreement, and the CONSULTANT agrees to accept the work as changed, the same as if it had been a part of the original Agreement.

All changes, extensions of time, and adjustments to compensation deemed appropriate by the ACMUA will be formalized by Consultant Agreement Modification. The ACMUA may direct the CONSULTANT to proceed with a desired change by a written notice issued prior to the formalization of the change in a Consultant Agreement Modification, and the CONSULTANT shall comply. In such cases, the ACMUA will, as soon as practicable, issue an appropriate Consultant Agreement Modification.

Extra Work that constitutes a new phase of work as determined under Part II-Compensation in the original agreement will be formalized by Consultant Agreement Addendum. Subject to appropriations and the availability of funds, the ACMUA, at its sole discretion, may authorize the CONSULTANT to proceed with such work by an Extra Work Consultant Agreement Addendum.

The CONSULTANT shall not proceed with work that it believes or claims involves a change without prior written notice from the ACMUA authorizing the work. In such event, the CONSULTANT shall give written notice to the ACMUA advising the ACMUA of its claim. If it is determined pursuant to Article 27 that the work does, in fact, constitute a change, an appropriate Consultant Agreement Modification will be issued. However, if the determination made pursuant to Article 27 is that the work does not constitute a change, then the ACMUA will give written notice to the CONSULTANT to proceed with the work in accordance with the Agreement.

The CONSULTANT shall not be reimbursed for Consultant Agreement Modifications, Consultant Agreement Addenda or for work of any nature made necessary because of errors or omissions attributable to the CONSULTANT.

ARTICLE 28 DISPUTES

In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Executive Director of the ACMUA or his/her duly authorized representative.

ARTICLE 29 ASSIGNMENT

At the option of the ACMUA, this Agreement shall bind the heirs, representatives, successors, or assigns of the CONSULTANT. Any purported transfer or assignment of this obligation without written approval or consent by the ACMUA shall be void, unless the ACMUA subsequently gives written approval or consent.

ARTICLE 30 SPECIAL PROCUREMENTS

If the CONSULTANT desires to procure any goods, services, or documents for which reimbursement will be sought, and which were not specifically itemized in this agreement or in the CONSULTANT's proposal as revised and approved by the ACMUA, it shall obtain the ACMUA's written approval prior to the procurement. In addition, the CONSULTANT shall recommend, for the ACMUA's consideration, the specific requirements or specifications. Upon securing approval for both the reimbursement and the specific requirements or specifications, the CONSULTANT shall proceed with the procurement. No claim for delay shall be made for the time involved in securing the ACMUA's approval.

ARTICLE 31 SOLICITATION

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the ACMUA shall have the right either to annul this Agreement without liability or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or consideration.

ARTICLE 32 BUY AMERICAN

This Agreement shall comply with NJSA 52:32-1 and NJSA 52:33-1 et seq., which, except as expressly provided therein, prohibit on any public work the use of farm products or materials produced or manufactured outside the United States.

ARTICLE 33 WORK BY OTHERS

The ACMUA reserves the right to employ other architects, engineers, and consultants in connection with the work.

ARTICLE 34 INFORMATION CONCERNING PROJECT

The CONSULTANT will not divulge information concerning this Project to anyone (including, for example, information in applications for permits, variances, etc.) without prior approval or direction of the ACMUA. It will obtain similar agreements from persons and firms employed by it. The ACMUA reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of the Agreement.

ARTICLE 35 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the ACMUA and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written "Consultant Agreement Modification" signed by both ACMUA and CONSULTANT.

ARTICLE 36 SCOPE REVIEW

The scope of the Project as specified in the Additional Terms and Conditions of the Agreement will be reviewed by the ACMUA and the CONSULTANT at, as a minimum, three (3) month intervals, beginning three (3) months from the date of the Agreement. The reviews shall be in the form of an exchange of letters initiated by the CONSULTANT. If any change in the scope of the Project is required the CONSULTANT will be notified by the ACMUA.

ARTICLE 37 SCOPE MODIFICATION

The CONSULTANT shall modify the scope of work to be performed under this Agreement upon written direction from the ACMUA, and negotiate appropriate increases or decreases in compensation with the ACMUA based on the increases or decreases of the work involved. A Consultant Agreement Modification will be entered into to incorporate the change in scope into the Agreement.

ARTICLE 38 SCHEDULING

Before beginning the work, the CONSULTANT shall submit for the ACMUA's approval a schedule setting forth its plan for completing the work in accordance with the Agreement. Following approval by the ACMUA, the CONSULTANT shall complete all work in accordance with the approved schedule. It shall coordinate and advance all work items in this Agreement and any Consultant Agreement Modification efficiently and economically consonant with the scheduled completion date. If any phase of the work cannot be completed as scheduled, the CONSULTANT shall submit a written request for a reasonable extension of time. All such requests shall include a statement as to the cause of the delay and be provided to the ACMUA at the time that the need becomes apparent, but at least 15 days prior to the scheduled completion date of that particular phase of the work. A revised schedule shall also be submitted. The CONSULTANT shall make regular submissions to the ACMUA in accordance with the ACMUA's scheduling and review procedures and at any other time requested by the ACMUA.

ARTICLE 39 DEFINITIONS

As used in this Agreement, the term "**calendar day**" means each and every day shown on the calendar.

As used in this Agreement, the term "**work**" means the furnishing of all labor, equipment, services, materials, supplies, and other incidentals necessary or convenient to the successful completion by the Consultant of the Project described in the Agreement and the carrying out of all duties and obligations imposed by the Agreement on the Consultant.

Task Order - The written authorization issued by the ACMUA to the CONSULTANT to perform assigned work under this Agreement. A Task Order shall include a proposal, a completion date, funding limits, and further conditions, limitations, and procedures that apply to the work authorized by the Task Order. The Task Order and the underlying Task Order Agreement which it incorporates are the contract between the CONSULTANT and the ACMUA for the work assigned by the Task Order. More than one Task Order may be executed with reference to the same Term Agreement.

ARTICLE 40 REVIEW

The CONSULTANT shall perform its obligation under this Agreement with the understanding that the ACMUA and the State of New Jersey have the right to review, and must find acceptable, the Project and all documents produced by the CONSULTANT pertaining to the Project.

ARTICLE 41 UNACCEPTABLE WORK

If the ACMUA determines that any document prepared by the CONSULTANT under this Agreement is unacceptable due to errors, omissions, or failures to comply with requirements of this Agreement, the CONSULTANT shall correct and revise the unacceptable document in accordance with directions received from the ACMUA at no cost to the ACMUA. The corrected and revised document shall be resubmitted for ACMUA approval.

The ACMUA shall give written notice to the CONSULTANT as soon as practicable after it becomes aware of a negligent error or omission by the CONSULTANT. CONSULTANT shall be liable to the ACMUA for all damages to the ACMUA caused by CONSULTANT's negligent errors and omissions. The CONSULTANT shall reimburse the ACMUA for the full costs it has incurred as a result of such negligent errors and omissions, including interest and other expenses.

ARTICLE 42 STOP WORK

The CONSULTANT shall stop all work promptly, if so directed in writing by the ACMUA.

ARTICLE 43 TERMINATION

The ACMUA may terminate the CONSULTANT's services under this Agreement upon seven (7) days written notice. In such event, and where the CONSULTANT's performance is satisfactory, the CONSULTANT shall be paid in accordance with the method of compensation between ACMUA and Consultant as follows:

Cost Plus Fixed Fee Agreements: 1) allowable direct and indirect costs incurred in the performance of its work up to and including the date that the CONSULTANT receives notice of termination, together with allowable direct costs incurred in closing out the Project in accordance with the notice to terminate; 2) a percentage of the Fixed Fee based on the percentage of the Project completed up to and including the date that the CONSULTANT receives notice of termination.

Fixed Price Agreements: A percentage of the Fixed Price based on the percentage of the Project completed up to and including the date that the CONSULTANT receives notice of termination. A Consultant Agreement Modification shall be negotiated to compensate the CONSULTANT for costs incurred in closing out the Agreement, if any, including work performed following the date on which the CONSULTANT received the notice of termination in order to close out the project.

Cost Times Multiplier Agreement: Allowable direct costs incurred in the performance of its work up to and including the date that the CONSULTANT receives notice of termination, together with allowable direct costs incurred in closing out the Project in accordance with the notice to terminate.

If the ACMUA has terminated the Agreement due to failure of the CONSULTANT to perform in a satisfactory manner as determined by the ACMUA, the ACMUA may, at the option of the ACMUA, in accordance with the method of compensation under Part II the Additional Terms and Conditions of Agreement Between ACMUA and Consultant make the following adjustments:

The ACMUA shall make no further payment to the CONSULTANT under this Agreement and may require the CONSULTANT to repay all or a portion of the monies already paid. In addition, the ACMUA shall make no payment of any close-out costs which the CONSULTANT may incur at the direction of the ACMUA.

Nothing herein shall limit the right of the ACMUA to recover any and all costs and damages resulting from the CONSULTANT's failure to perform the work in a satisfactory manner.

The CONSULTANT shall have no right to, nor shall it make any claim for, damages or additional compensation of any type whatever by reason of termination regardless of fault.

All documents begun or completed as the result of this Agreement shall be immediately turned over to the ACMUA upon termination consistent with the provisions of Article 23.

Notwithstanding any other provision herein, in the event the CONSULTANT does not submit invoices/billings for a period of one (1) year, the ACMUA shall deem this Agreement as inactive and the consultant services complete as of the date of the last submitted invoice/billing. The ACMUA shall thereafter terminate this Agreement with no further obligations to the CONSULTANT. In turn, the CONSULTANT, including sub-consultant (s) of any tier, would be deemed to have released and given up all claims, past, present or future, against the ACMUA, its officers, agents and employees, arising out of any and all obligations assumed and work performed under this Agreement, including claims for Extra or Additional Work.

ARTICLE 44 SUSPENSION

The ACMUA may, in its sole discretion, suspend the work. Compensation for a suspension or delay shall be allowed only as provided in this Article.

If the ACMUA determines that the work of this Agreement has been suspended or delayed for a period cumulatively totaling 365 calendar days, and if the ACMUA determines that the suspension or delay has resulted from no fault of the CONSULTANT, then a Consultant Agreement Modification covering the remaining work to be done shall be executed. The compensation terms of the Consultant Agreement Modification for that remainder shall be as follows for Cost Plus Fixed Fee agreements:

1. Upon resumption of work by the CONSULTANT, an updated schedule of wage rates, subject to review and approval by the ACMUA, shall be submitted by the CONSULTANT. These wage rates shall be applied to the unused portion of the work hours developed by the CONSULTANT in the proposal, and approved by the ACMUA. A revised total amount for allowable direct or indirect costs shall then be established by Consultant Agreement Modification.
2. The new Fixed Fee shall be in the same ratio as the original Fixed Fee to the original estimate of allowable direct and indirect costs, multiplied by the revised amount for allowable direct and indirect costs as determined in 1. above.

For Fixed Price Agreements, a Consultant Agreement Modification shall be executed between the ACMUA and the CONSULTANT providing an equitable adjustment to the CONSULTANT which the Commissioner deems proper after reviewing submissions by the CONSULTANT relating to increased costs which the CONSULTANT has actually incurred as a direct result of the suspension or delay. None of the above provisions shall negate any other terms of this Agreement.

For both types of agreements, where such suspension or delay is determined by the ACMUA to be the fault of the CONSULTANT, the ACMUA may, at its option, suspend all payments to the CONSULTANT after the established completion date. Payment shall be reinstated by the ACMUA upon completion of the work in accordance with other provisions stated herein. In the case of such delay by the CONSULTANT, there shall be no upward adjustment in direct or indirect costs or Fixed Fee or in the amount of Fixed Price. Alternately, the ACMUA may terminate the Agreement consistent with Article 42.

ARTICLE 45
STANDARDS AND PROCEDURES

TO BE ADDED:

ARTICLE 46
NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT"), agrees as follows:

1. The CONSULTANT shall comply with all antidiscrimination provisions set forth in N.J.S.A. 10:2-1 including, but not limited to, the following:
 - a. 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;
 - b. 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;
 - c. 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
 - d. 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.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section

21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ACMUA or the State of New Jersey to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the ACMUA or the State of New Jersey as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the ACMUA shall impose such sanctions as are appropriate and available under the laws of the State of New Jersey.
6. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions, issued pursuant thereto.
7. This Agreement is subject to all federal, state, and local laws, rules, and regulations, including, but not limited to, those pertaining to non-discrimination in employment and affirmative action for equal employment opportunity.
8. If at any time following the execution of this Agreement, the CONSULTANT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the CONSULTANT shall:
 - a. Notify the project initiator, in writing, of the type and approximate value of the work which the CONSULTANT intends to accomplish by such subcontract, purchase order or lease.
 - b. Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

ARTICLE 47
STATE OF NEW JERSEY
AFFIRMATIVE ACTION RULES FOR PROFESSIONAL SERVICE CONTRACTS

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, up- grading, 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, ACMA 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, or 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, race, 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; or
- Employee Information Report Form AA-302
- The contractor and its subcontractors shall furnish such reports or other documents to the State of New Jersey Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J. A.C. 17:27-1.1 et seq.

ARTICLE 48
CERTIFICATION OF CONSULTANT

In executing this Agreement the CONSULTANT's signatory certifies on behalf of the CONSULTANT that neither they nor any other officer, agent, or employee of the CONSULTANT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the CONSULTANT) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for him or the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as expressly stated in a disclosure letter to the ACMUA which shall accompany the Agreement after execution by the CONSULTANT on submission to the Executive Director or his/her designee for execution.

The CONSULTANT acknowledges that this certificate furnished to the ACMUA and the State of New Jersey, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

ARTICLE 49
CERTIFICATION OF ACMUA

In executing this Agreement the ACMUA's signatory certifies that to the best of his knowledge, the CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as expressly stated in a disclosure letter to the, State of New Jersey

The ACMUA acknowledges that this certificate is to be furnished to the State of New Jersey, in connection with agreements involving participation of New Jersey Infrastructure Bank funds, and is subject to applicable State and Federal laws, both criminal and civil.

ARTICLE 50
CONFLICTS OF INTEREST AND CODE OF ETHICS

The CONSULTANT agrees to abide by all applicable State and Federal laws concerning conflicts of interest. The ACMUA considers the maintenance of public trust and confidence essential to its proper functioning. Vendors must be notified of their responsibilities concerning their relationship with ACMUA Officers or employees.

ARTICLE 51
CERTIFICATION OF RESTRICTIONS ON LOBBYING

In executing this Agreement, the CONSULTANT's signatory certifies on behalf of the CONSULTANT that to the best of his/her knowledge and belief:

- (1) No Federal/State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, Member of the State of New Jersey Legislature or an employee of either in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal/State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress/State Legislature, an officer or employee of Congress/State Legislature, or an employee of a Member of Congress/State Legislature in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 52 PAYMENT FOR CONTRACTOR SERVICES

Pursuant to Resolution No. [blank] approved by the ACMUA Board of Directors, the Contractor shall be paid an amount not to exceed

The CONTRACTOR may submit invoices to the ACMUA reflecting those costs for services provided exclusively to the ACMUA under this Agreement. Upon approval of the ACMUA, it will pay the Contractor the amount due as indicated by invoice submitted by the Contractor within thirty (30) days. By acceptance of this agreement, the Contractor shall not be prevented or barred from taking any other employment of a similar character by reason of this Agreement.

All invoices shall be itemized. Invoices and the ACMUA's voucher for fees and costs will be submitted on a monthly basis to the ACMUA Manager or designee. Billings will be paid by the ACMUA upon the Manager's approval of the invoice and corresponding voucher. The invoices shall provide such detail as the ACMUA shall require, including but not limited to setting forth in detail the date(s) of the services provided, the nature of the services, the identification of the Contractor or staff member providing the service, the time expended in providing the service rounded off to the nearest tenth of an hour, the name of the matter under which services were provided. Each bill shall include a recapitulation showing the total amount billed by that matter for that billing period.

ARTICLE 53 AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities.

The CONSULTANT 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. Sec. 12101 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 thereto, are made a part of this contract. In providing any aid,

benefit, or service on behalf of the ACMUA pursuant to this contract, the CONSULTANT agrees that the performance shall be in strict compliance with the Act. In the event that the CONSULTANT, its agents, servants, employees, or sub-consultants violate or are alleged to have violated the Act during the performance of this contract, the CONSULTANT shall defend the ACMUA in any action or administrative proceeding commenced pursuant to this Act. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT pursuant to this contract will not relieve the CONSULTANT 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 CONSULTANT, its agents, servants, employees and sub-consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the CONSULTANT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONSULTANT's obligations assumed in this Agreement, nor shall they be construed to relieve the CONSULTANT from any liability, nor preclude the ACMUA from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

ARTICLE 54

BUSINESS REGISTRATION FOR PROVIDERS OF GOODS AND SERVICES TO THE ACMUA

The Consultant shall provide to the ACMUA, prior to contract award, proof of its and all of its named subcontractors' valid business registration with the Division of Revenue in the New Jersey Department of Treasury. The Consultant Agreement will not be entered into by the ACMUA unless the Consultant first provides proof of valid business registration in compliance with the New Jersey Local Public Contracts Law, N.J.A.C. 40A:11-1 et seq.

Pursuant to the above law, the Consultant is further notified that no subcontract shall be entered into by any consultant under any contract with the ACMUA unless the sub-consultant first provides proof of valid business registration. The ACMUA will not consent to any proposed sub-consultant unless the Consultant forwards the required proof of the sub-consultant's valid business registration, which is required prior to agreement execution.

ARTICLE 55

1. PUBLIC WORKS CONTRACTOR REGISTRATION FOR WORK COVERED BY N.J. PREVAILING WAGE ACT
AND
2. DIANE B. ALLEN EQUAL PAY ACT (added 01/04/2019)

(1) To the extent that work performed by the Consultant or any sub-consultant is governed by the New Jersey Prevailing Wage Act, N.J.S. 34:11-56.25 et seq., then pursuant to P.L. 2003, c. 91 (N.J.S.A. 34:11-56.48 et seq.), the Consultant shall provide to the ACMUA proof of the Consultant's and/or sub-consultant's valid, current registration with the New Jersey Department of Labor and Workforce Development as a "Public Works Contractor" prior to the start of such work.

(2) Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14. a., the consultant shall provide the Commissioner of Labor and Workforce Development with a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at: https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

ARTICLE 56 POLITICAL CONTRIBUTIONS

A. PURPOSE OF PUBLIC LAW 2005, CHAPTER 51 (EXECUTIVE ORDER 134)

Executive Order 134 ("EO 134") was signed on September 22, 2004, in order to safeguard the integrity of government procurement by imposing restrictions to insulate that process from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. Pursuant to the requirements of EO 134, as applicable, the terms and conditions set forth in this section are material terms of this contract. Related laws applicable to counties and municipalities, including the ACMUA, are codified at N.J.S.A. 19:44A-20.4 et seq.

B. DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

1) Contributions means a contribution reportable by the recipient under of "New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 173, c. 83 (N.J.S.A. 19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400.00 during a reporting period are deemed "reportable" under these laws.

2) Business Entity means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other ACMUA or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith.

C. PROHIBITED CONDUCT

The ACMUA will not enter into a contract for professional services with any Business Entity where the value of the contract exceeds \$17,500, if the Business Entity has made reportable contributions to: any municipal committee of a political party if a member of that party is in office as a member of the governing body of the county or municipality

when the contract is awarded; any candidate committee of a person serving in an elected position of the county or municipality; and such contribution occurred within one year preceding award of the contract.

D. CERTIFICATION AND DISCLOSURE REQUIREMENTS

1) Requirements Prior to Contract Execution

Prior to the execution of the contract by the ACMUA, a Business Entity shall submit to the ACMUA Disclosure of Political Contributions as applicable on forms provided by the ACMUA. Separate forms must be submitted for each Business Entity as defined in paragraph B.2 above. The forms shall be signed by a duly authorized representative of the Business Entity and shall certify that the Business entity has made no prohibited contributions and shall report all contributions made by the Business Entity since October 15, 2004, to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The ACMUA will not enter into a contract with any Business Entity which fails to submit the required Certification and Disclosure.

2). Continuing Obligations of the Business Entity After Contract Execution to Comply.

The Business Entity shall on a continuing basis disclose and report to the ACMUA any contributions made during the term of the contract by the Business Entity on forms provided by the ACMUA at the time it makes the contribution.

E. ACMUA REVIEW

The ACMUA shall review the Disclosures submitted by the Business Entity pursuant to these Special Provisions as well as any other pertinent information concerning the contributions or reports thereof prior to contract execution and on a continuing basis during the term of the contract. If the State Treasurer determines that any contribution or action of the Business Entity constitutes a breach of contract or conflict of interest pursuant to these special provisions, the State Treasurer shall disqualify the business entity from entering into this contract or future contracts.

F. BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the CONTRACTOR to (i) make or solicit a contribution in violation of this section, (ii) knowingly conceal or misrepresent a contribution given or received, or (iii) to knowingly circumvent the intent of the law by engaging other parties or individuals to make contributions on their behalf.

ARTICLE 57

WORK TO BE PERFORMED WITHIN UNITED STATES

All services performed under this contract or performed under any subcontract awarded under this contract shall be performed within the United States.

ARTICLE 58

NEW JERSEY LAW

A. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the Rules of the Atlantic City Municipal Utilities Authority. Any disputes arising between the Parties as to the interpretation of the terms of this Agreement or the satisfactory performance by any of the parties or the services and other responsibilities provided in this Agreement shall be solved in accordance with the following:

STEP A: The Parties' Contact Persons shall attempt to resolve the matter amicably. If no settlement is reached within a twenty (20) day period, or such other length of time which may be mutually agreed upon by the Parties, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved in Step A, then, the dispute shall be submitted to a mutually agreeable disinterested arbitrator, and arbitrated in accordance with the American Arbitration Association rules. The parties agree that any arbitration shall be non-binding. Any costs associated with arbitration shall be borne equally by both parties. Any arbitration hearing shall be heard in Atlantic County New Jersey.

ARTICLE 59.
ENTIRE AGREEMENT.

This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

ARTICLE 60.
AMENDMENTS.

The parties hereto may, by written mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

ARTICLE 61.
NOTICES.

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Michael Armstrong, Executive Director
Atlantic City Municipal Utilities Authority
401 No. Virginia Ave.
Atlantic City, New Jersey 08401

b.

Or to such other address as ACMUA or Engineer may from time to time notify the other.

In witness whereof, the parties have set their hands and seals the day and year first written above, for the purpose and the term specified herein.

Witness:

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

Michael Armstrong, Executive Director

Gary Hill, Board President

Witness:

Signature Date

SAMPLE