

REQUEST FOR PROPOSALS FOR
AUDITING SERVICES CONTRACT
2024 AUDIT

ATLANTIC CITY MUNICIPAL UTILITIES (ACMUA)



Proposal Due Date:

October 1, 2024

Time: 11:00 A.M. Prevailing Time

ADDRESS ALL PROPOSALS TO:

India Still, Executive Director
Atlantic City Municipal Utilities ACMUA
401 North Virginia Ave
Atlantic City, New Jersey 08401

NOTICE TO BIDDERS

Atlantic City Municipal Utilities Authority is requesting proposals for **Professional Services** **REQUEST FOR PROPOSALS FOR 2024 AUDITING SERVICES**

Sealed/mailed bid proposals will be received in the Purchasing Office at the City of Atlantic City 401 North Virginia Ave, Atlantic City, New Jersey 08401, no later than 11:00 A.M., Tuesday, October 1, 2024. Hand-delivered proposals will be received via the Walk-Up Window located at 401 North Virginia Ave, Atlantic City, New Jersey 08401, no later than 11:00 A.M., Tuesday, October 1, 2024. Atlantic City Municipal Utilities Authority assumes no responsibility for delays in the mail or delivery service causing the Bid to not be received at the designated place and time, as specified above. Bids are to be presented to the Purchasing Office in sealed envelopes marked:

BID NAME: REQUEST FOR PROPOSALS FOR 2024 AUDITING SERVICES

DUE DATE: October 1, 2024 at 11:00A.M., prevailing time

Atlantic City Municipal Utilities Authority reserves the right to reject any or all Bids and to waive immaterial information.

For those interested in submitting a response to any Atlantic City Municipal Utilities Authority Request for Proposals (RFP), please complete the Request Form on the ACMUA website: www.acmua.org. The form must be filled out in its entirety. Upon receipt of the completed form, a Bid/RFQ package will be sent to you at the email you provided within three (3) business days.

If picked up on-site, there will be a non-refundable cost of \$25.00 per RFP packet to cover the cost of printing and administrative expenses. Checks are to be made payable to the Atlantic City Municipal Utilities Authority.

Pursuant to C57, Laws of 2004 (s1778) all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter in a contract with the business. All bidders shall adhere to the information classified as “New Jersey Business Registration Requirements”.

Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**.

SECTION I. GENERAL INFORMATION & INSTRUCTIONS

ORGANIZATION REQUESTING PROPOSAL AND PURPOSE

The Atlantic City Municipal Utilities ACMUA (“ACMUA”) solicits statements of qualification and pricing proposals of applicants for appointment specialized accounting services. Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the Purchasing Office, 401 N. Virginia Avenue, Atlantic City, New Jersey 08404, no later than 11:00 A.M., October 1, 2024. All responses shall be opened and announced publicly immediately thereafter by the ACMUA Purchasing Agent. Responses will be reviewed by the governing body, and all appointments will be announced at a public meeting.

DEADLINE FOR SUBMISSION

Request for Proposals are due no later than 11:00 A.M. on Tuesday, October 1, 2024. The proposal shall consist of a Technical Proposal and a Fee/Cost Proposal. Supporting documentation shall be included with the Technical Proposal. One (1) original and four (4) copies of each of the Technical Proposal and the Fee/Cost Proposal clearly marked with the title of this RFP are to be delivered to the Purchasing Office, Atlantic City Municipal Utilities (ACMUA), 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 REQUESTS FOR PROPOALS

Submitters are cautioned to verify their proposals prior to submission.

QUESTIONS AND ANSWERS

The ACMUA will accept questions regarding this RFP **via email only until 3:00 p.m. on, Monday, September 23, 2024.** To ensure your question is received, it should be directed to both athapa@acmua **and** mdavis@acuma.org with reference to this RFP clearly indicated in the subject matter. Questions received after the deadline will not be answered. All questions received and answers will be made available to all potential proposers on the ACMUA’s website at www.acmua.org. Proposers are advised to check the website for any updates.

ADDENDA/REVISIONS TO RFP

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

EXCEPTIONS TO THE PROPOSAL

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

NOTE: No changes, additions, or deletions may be made to the General Conditions by the submitter. Any such alterations to the General Conditions may result in disqualification.

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

WITHDRAWAL OF PROPOSAL

Submitters may withdraw their submitted proposals at any time prior to the closing time specified in the advertisement for the receipt of the RFP. Such notification of withdrawal ***must be made in writing*** and may be submitted via email to athapa@acmua.org and mdavis@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.

NO SUBCONTRACTORS OR ASSIGNMENT OF CONTRACT

The submitter shall not include any subcontractors in its proposal for the performance of any of the services that will be performed under the contract. The awardee shall be responsible for any and all work provided under the contract. Moreover, assignment, transfer, or otherwise conveying any obligations, rights, or other responsibilities and interests herein is strictly prohibited without the prior written consent and approval of the ACMUA.

DISCUSSIONS WITH PROPOSERS

An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of

the ACMUA. However, the ACMUA may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. The proposer will not be compensated for making the presentation.

SECTION II. DETAILED REQUIREMENTS OF THE RFP

BACKGROUND

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

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

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

The ACMUA has outstanding tax-exempt debt (the “Debt”) secured by the net revenues of the ACMUA consisting of service charges collected from the users of the water system and annual charges to be received from Atlantic City pursuant to the terms of the service contract with the City dated as of December 19, 1978, as amended and supplemented. Pursuant to the service contract, the City has agreed to pay annual charges to make up deficiencies in revenues of the ACMUA so that the ACMUA will have sufficient funds to pay, among other things, its operating and maintenance costs and debt service. Proposers are encouraged to review more detailed information about the operations and financial obligations of the ACMUA on its website at www.acmua.org

NATURE OF SERVICES

The ACMUA is requesting proposals for experienced/qualified individuals and firms qualified to provide specialized accounting services:

A. Annual Audit/Consultant Services

The auditor/consultant is retained by the ACMUA for a period of one year to render general accounting/ auditing /consultant services, including the preparation and certification of the annual audit of accounts in accordance with the provisions of N.J.S.A 40A:5A-15. The Audit shall be completed and filed with the Authority within the required due date. The Auditor /Consultant will also perform a single Audit Report in accordance with Uniform Guidance standards if deemed

necessary. Consulting services of a technical/advisory nature relating to various accounting, financial and budgetary matters may also be required.

The audit must be done in accordance with U.S. Generally Accepted Auditing Standards and the standards applicable to financial statements contained in the Government Auditing Standards issued by the Comptroller General of the United States, the audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, the U.S. Office of Management and Budget Uniform Guidance provisions and State of New Jersey OMB Circular Letter 15-08.

The candidates shall have a minimum of 5 years of professional experience in serving and performing municipal utility audits and hold a valid New Jersey Certified Public Accountant license, a “Registered Municipal Accountant” certificate from the State of New Jersey, and a valid New Jersey Business Registration certificate.

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

The cost proposal shall include a price for the preparation and certification of the annual audit in accordance with the provision by N.J.S.A 40A:5A-15 and the financial reporting model described in GASB Statement No. 34. A **separate price for the performance of the Single Audit**, should be provided. Hourly rates for additional services of a technical/advisory nature relating to various accounting, financial, and budgetary matters and connection fee analysis should also be provided. The Authority does not provide payment for nor reimbursement for travel expenses.

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 RFP, price, and other factors included. However, the proposal cost is important to the ACMUA. The ACMUA will make the award that is in the best interest of the ACMUA based on cost and other considerations. Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

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

- A. Not select any of the proposals.
- B. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled").
- C. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

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

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

LICENSING:

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 it 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 RFP is not intended to be an offer, order, or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the ACMUA by the issuance of this RFP.

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 RFP shall remain the property of the ACMUA. When in tangible form, all copies of such information shall be returned to the ACMUA upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the ACMUA or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

PROPRIETARY INFORMATION

Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request to 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 selected firm shall procure and maintain at its own expense, until at least one year after the

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

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

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

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

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

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

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

Workers Compensation

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

Professional Liability Insurance

The selected firm shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance sufficient to protect the selected firm from any

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

The selected firm shall, prior to the commencement of the services required under this Agreement, provide the ACMUA with valid Certificates of Insurance as evidence of the selected firm's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in 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 selected firm shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Agreement and as imposed by law.

The Certificates shall provide for thirty (30) days' notice in writing to the ACMUA prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The selected firm shall further be required to provide the ACMUA with valid certificates of renewal of the insurance upon the expiration of the policies. The selected firm shall also, upon request, provide the ACMUA with copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the selected firm. All certificates and copies of insurance policies shall be emailed to the Atlantic City Municipal Utilities Authority, Attn: ISStill@acmua.org. Hard copies and/or originals of any certificates or insurance policies required by this Agreement shall also be provided to the ACMUA upon request.

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

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

thereby terminate this Agreement.

INDEMNIFICATION

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

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

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

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 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, the successful proposer must agree to obtain individual employer certification and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation; and a section for training, including apprenticeship.

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

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

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

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

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

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

The selected firm will audit the financial statements of the Atlantic City Municipal Utilities Authority as of and for the year ended December 31, 2024. The financial statements will be presented as prescribed by N.J.S.A 40A:5A-15 and in accordance with the financial reporting model described in GASB Statement No. 34. The document submitted to you will include the following additional information that will be subjected to the auditing procedures applied in the audit of the financial statements:

1. Management's Discussion and Analysis

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

Audit Objectives

The objective of our audit is the expression of an opinion as to whether the ACMUA's financial statements are fairly presented, in all material respects, in conformity with accounting principles

generally accepted in the United States of America and to report on the fairness of "management's discussion and analysis" when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

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

Audit Procedures - General

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

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

Audit Procedures - Internal Controls

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

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

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

Audit Procedures - Compliance

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

OMB Circular A-133 and New Jersey OMB Circular 04-04 require that the selected firm also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. The procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement and New Jersey OMB Circular 04-04 Compliance Supplement. The purpose of the those procedures will be to express an opinion on the Atlantic City Municipal Utilities Authority's compliance with requirements applicable to major programs in the report on compliance issued pursuant to OMB Circular A-133 and New Jersey OMB Circular 04-04.

The Audit shall be completed and filed with the Authority within four months after the close of

the 2024 calendar year or the Audit Extension due date.

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

BASIS OF AWARD
 (To be completed by ACMUA evaluation committee)
 (100 Points total will be used to determine the Award)

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

EVALUATION FACTORS	SCORE
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	
<p>A. Proposal contains all required checklist information</p> <p><u>5</u> points</p>	
<p>B. Relevance and Extent of Proposals, Experience, and Training of Personnel to be assigned</p> <p><u>25</u> points</p>	
<p>C. Relevance and Extent of Similar Engagements performed</p> <p><u>20</u> points</p>	
<p>D. Plan for performing engagement is realistic, thorough, demonstrates knowledge of the ACMUA's history and requirements and personnel availability</p> <p><u>25</u> points</p>	
<p>E. Reasonableness of Cost Proposal</p> <p><u>25</u> points</p>	
<p>TOTAL:</p>	

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

- A. One (1) original with Four (4) signed copies of your complete proposal. _____
- B. Attachment A: Company's Fee Schedule _____
- C. Affirmative Action Questionnaire _____
- D. American Disabilities Act _____
- E. Non Collusion Affidavit _____
- F. Statement of Ownership _____
- G. Insurance Requirement and Evidence _____
- H. Mandatory Equal Opportunity _____
- I. Business Registration Certificate(s) **Must be submitted prior to award** _____
- J. Addendum _____
- K. Business Entity Disclosure _____
- L. Political Contribution Disclosure Form _____
- M. Vendor Questionnaire _____
- N. Iran Disclosure _____
- O. Russia-or-Belarus-Certification of non-involvement _____
- P. Right to Know _____
- Q. Exceptions _____
- R. W-9 _____
- S. A copy of the firm's current Accountancy Firm Registration _____
- T. A copy of the most recent Quality Control Review Report _____
- U. A copy of the most recent Peer Review letter from an outside reviewer. _____
- V. List of Audits completed for other authorities in the State of New Jersey _____

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE-LISTED REQUIREMENTS

NAME OF PROPOSER:

Person, Firm, or corporation

BY: _____

(NAME)

(TITLE)

ATTACHMENT A
COMPANY'S FEE SCHEDULE

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid Name: 2024 AUDIT SERVICES **Bid Date:** October 1, 2024

This form is to be completed and returned with the bid. However, the Atlantic City Municipal Utilities Authority will accept in lieu of this Questionnaire, the Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. Yes No
If yes, please attach a copy of the plan to this questionnaire.

2. Our company has an N.J. State Certificate of Employee Information Report Yes No
If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered “**NO**” to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- A. Click on “Employee Information Report”
- B. Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, NJ 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Atlantic City Municipal Utilities Authority within seven (7) days of the notice of the intent to award the contract or the signing of the contract

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Atlantic City Municipal Utilities Authority (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature _____ Title _____ Date _____

NON-COLLUSION AFFIDAVIT

Re: _____.

Bid Name: 2024 AUDIT SERVICES

STATE OF _____

Bid Date: October 1, 2024

:ss:

COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Atlantic City Municipal Utilities Authority 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 bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____ - Seal -
Month Day Year

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

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

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

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

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

Part II Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)
OR
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal

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

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

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

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

Part IV Certification

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

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

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

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Purchasing Office upon award of contract by the Atlantic City Municipal Utilities Authority.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Professional Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

*Vendor/Firm shall not commence operations until Atlantic City Municipal Utilities Authority has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

(Signature) (Date)

(Printed Name and Title)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor 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, 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 (electronically provided by the Division and distributed to the public agency through the Division’s website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the 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.

(Revised: January, 2016)

Signature _____ Title _____ Date _____

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works-related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all sub-Vendors that **knowingly** provide goods or perform services for Vendors fulfilling this contract:

- 1) The Vendors shall provide written notice to its sub-Vendors and suppliers to submit proof of business registration to the Vendors;
- 2) *Sub-Vendors through all tiers of a project must provide written notice to their sub-Vendors and suppliers to submit proof of business registration and sub-Vendors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contacting agency an accurate list of all sub-Vendors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the Vendors and its affiliates shall collect and remit, and shall notify all sub-Vendors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendor, sub-Vendor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08644-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

Acting Director
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
2024 AUDIT SERVICES

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Vendors)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ (*name of business entity*) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding date of award to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Atlantic City Municipal Utilities Authority as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Gary L. Hill	
Mohammed Dedar	
Glenn Banfield	
Nynell Langford	
John Eccles, Jr.	
Stephanie Davies	
Sayed Kausar	

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of

Affiant: _____ Title: _____

Printed Name of Affiant : _____ Date: _____

Subscribed and sworn before me this ____
day of _____, 2____.

(Witnessed or attested by)

My Commission expires:

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Required Pursuant To N.J.S.A. 19:44A-20.8
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, COLLECTION OF MUNICIPAL COURT DEBT SERVICES corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; “interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative Atlantic City Municipal Utilities Authority, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:* “The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

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|           |              |       |
|-----------|--------------|-------|
| Signature | Printed Name | Title |
|-----------|--------------|-------|

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# Atlantic City Municipal Utilities Authority

## Chapter 271 Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00, Ref. N.J.S.A. 19:44A-20.26)

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

### Reportable Contributions

| <u>Date of Contribution</u> | <u>Amount of Contribution</u> | <u>Name of Recipient Elected Official/ Committee/Candidate</u> | <u>Name of Contributor</u> |
|-----------------------------|-------------------------------|----------------------------------------------------------------|----------------------------|
|                             |                               |                                                                |                            |
|                             |                               |                                                                |                            |
|                             |                               |                                                                |                            |
|                             |                               |                                                                |                            |
|                             |                               |                                                                |                            |
|                             |                               |                                                                |                            |
|                             |                               |                                                                |                            |

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

### Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

County: Atlantic  
State: Governor, and Legislative Leadership Committees  
Legislative District: State Senator and members of the General Assembly per district

County: Atlantic  
Freeholders  
County Clerk  
Sheriff  
Surrogate

Municipality:

|                  |
|------------------|
| Gary L. Hill     |
| Mohammed Dedar   |
| Glenn Banfield   |
| Nynell Langford  |
| John Eccles, Jr. |
| Stephanie Davies |
| Sayed Kausar     |

Atlantic County  
Absecon  
Atlantic City  
Brigantine  
Egg Harbor Township  
Galloway Township  
Hamilton Township  
Linwood  
Longport  
Margate City  
Northfield  
Pleasantville  
Port Republic  
Somers Point  
Ventnor City

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

Bid Name: 2024 AUDIT SERVICES

Bid Date: October 1, 2024

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_ PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Emergency Phone Number (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

FEIN No. \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

References – Work previously done for Municipalities in New Jersey

| <u>Name of District</u> | <u>Address</u> | <u>Contact Person/Title</u> | <u>Phone</u> |
|-------------------------|----------------|-----------------------------|--------------|
| 1. _____                | _____          | _____                       | _____        |
| 2. _____                | _____          | _____                       | _____        |
| 3. _____                | _____          | _____                       | _____        |

**Vendor Certification**

**Direct/Indirect Interests**

I declare and certify that no member of the Atlantic City Municipal Utilities Authority, nor any officer or employee or person whose salary is payable in whole or in part by said Atlantic City Municipal Utilities Authority, or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Atlantic City Municipal Utilities Authority member, employee, officer of the Atlantic City Municipal Utilities Authority has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any Atlantic City Municipal Utilities Authority official, or employee of the Atlantic City Municipal Utilities Authority.

**Vendor Certifications**

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

\_\_\_\_\_  
**President or Authorized Agent (Print)**

\_\_\_\_\_  
**SIGNATURE**



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR/BIDDER NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he 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 debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[ ] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities \_\_\_\_\_
Relationship to Vendor/ Bidder \_\_\_\_\_
Description of Activities \_\_\_\_\_

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

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_





## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency 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 identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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 debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(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

<sup>i</sup> 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).





