

PREPARATION
OF
ENERGY AUDIT

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

SCOPE OF SERVICES

SELECTION OF PROFESSIONAL CONSULTANTS

Prepared by

NEIL A. GOLDFINE, P.E., P.P. EXECUTIVE DIRECTOR

ARTICLE I ADMINISTRATION

1.1 DATE AND REVISIONS:

Date of Original Scope of Services: March 25, 2009

Revision Dates:

ALL REVISED ENTRIES WILL BE MARKED WITH AN ASTERISK (*) IN THE MARGIN

ALL PROPOSALS MUST BE MADE UPON THE FORM INCLUDED

HEREIN. THE ENTIRE SCOPE OF SERVICES WITH ALL

ENTRIES COMPLETED MUST BE SUBMITTED WITH PROPOSALS,

INCLUDING ADDENDUM TO SCOPE OF SERVICES, CORPORATE

DISCLOSURE STATEMENT AND AFFIRMATIVE ACTION REQUIREMENTS.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Proposals are due at 11:00 A.M. Tuesday, May 12, 2009. Six (6) copies are to be delivered to Neil A. Goldfine, Atlantic City Municipal Utilities Authority Board Room, located at 401 N. Virginia Avenue, Atlantic City, New Jersey 08404-0117.

The Consultant will be required to perform various tasks as more specifically outlined in Article III.

Completion of all forms in this Request for Proposals (RFP) is mandatory. Failure to complete and sign the following forms will be cause for rejection of the submitted proposal:

1. Section 6.3, Method of Compensation.
2. Corporate Disclosure Statement.
3. Exhibit A, Mandatory Affirmative Action Language.
4. Schedule of Minority Contractors and/or Suppliers.
5. State Certificate of Employee Information Report, if one has been issued. If one has not been issued, it is your obligation to acquire one and submit a copy prior to contract approval.
6. State of New Jersey Business Registration Certificate
7. Business Entity Disclosure Form
8. Stockholders Disclosure Certification
9. Business Entity Disclosure Certification
10. Non-Fair & Open Prohibition Language

Copies may be made of all pages in this RFP.

During the performance of this Contract, the Consultant will be required to comply with the requirements of P.L. 1975, c. 127; P.L. 1977, c. 33; and Atlantic City Municipal Utilities Authority Resolution 267 of 1992.

Proposals may be delivered to the MUA or forwarded by U.S. Mail, or other delivery services, on or before 11:00 A.M. of the date above; OR handed in at the Engineering Committee Meeting when called for. The MUA disclaims any responsibility for quotes forwarded by U.S. Mail, or other delivery services, and received beyond the quote opening deadline.

Neil A. Goldfine, P.E., P.P.
Executive Director

1.2. DEFINITIONS

CONSULTANT: An individual, firm, partnership, corporation or joint venture, acting directly, or through a duly authorized representative, legally submitting a Proposal or entering into a Contract with the MUA.

CONTRACT: The agreement covering the performance of the Project and payment therefore, including this Scope of Services, Proposal, Resolution of Award of Contract, Executed Form of Contract, Supplementary Agreements and letters or other information giving interpretations or revisions of any of the foregoing documents, all of which are to be treated as one instrument whether or not set forth at length in the form of Contract.

FINAL ACCEPTANCE: A mutual agreement of the contract parties that all professional services have been satisfactorily performed and all of the contracted deliverable documents have been satisfactorily delivered and accepted by the MUA.

MUNICIPAL UTILITIES AUTHORITY (MUA): A Public Utilities Authority authorized to own and operate all necessary facilities for water and wastewater operations.

PROPOSAL: The prepared form furnished by the MUA, properly completed and executed and submitted as a proposal for the performance of the project.

PROJECT: The entire scope of professional services and products to be performed and delivered to the MUA under the Contract.

BUSINESS DAY: A calendar day, exclusive of Saturdays, Sundays and legal Federal, State and City Holidays, which is mutually agreed upon as the definition of a working day for the scope of this project.

1.3. INTENT

The Authority is requesting a proposal for Professional Consulting Services required for the following project:

ENERGY AUDIT

1.4. DESCRIPTION

Professional Consulting Services sought under this Proposal are detailed in ARTICLE III PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT.

1.5. ENGAGEMENT LIAISON

The Consultant will correspond with the following MUA official in all matters affecting this Contract:

NEIL A. GOLDFINE, P.E., EXECUTIVE DIRECTOR
Atlantic City Municipal Utilities Authority
401 N. Virginia Avenue
P.O. Box 117
Atlantic City, New Jersey 08404-0117
609/345-3315 or 345-3386

The Consultant shall designate his authorized Project Manager on the form provided with this Scope of Services under Article VII.

ARTICLE II GENERAL PROVISION

2.1 RESPONSIBILITY OF THE CONSULTANT

With respect to the performance of consulting services, the Consultant shall exercise that degree of skill, care and diligence normally exercised by a recognized professional with respect to the performance of comparable consulting services.

With respect to the performance of work by subcontractors, the Consultant shall use its recognized professional judgment, care and prudence in accepting such work.

In its performance of professional consulting services, the Consultant:

- A. Shall comply with all applicable laws and ordinances, including applicable regulations of the City, County, State and Federal Government.
- B. Shall be responsible for the coordination, integration and interfacing of all work performed by its own forces and subcontractors.

2.2 DATA TO BE FURNISHED TO THE CONSULTANT

The MUA shall furnish to the Consultant, at its request, and in a timely manner, all pertinent plans, reports, records, maps and supporting data which are and which shall become available to the MUA and which the Consultant may require in performance of the consulting service.

2.3 PERSONNEL

The MUA reserves the right to direct the Consultant to remove and reject nomination of any of its personnel from the performance of the professional consulting services under this Contract. If such removal is for cause, the cost shall be borne by the Consultant.

The Consultant recognizes that the assignment of personnel was a key factor in the selection of the Consultant by the MUA. The Consultant agrees that the persons listed elsewhere in this Scope of Services will perform such functions as indicated. Any proposed changes must be approved by the MUA.

2.4 PROJECT MANAGEMENT

The Consultant Project Manager for the consulting services shall be fully responsible for the day-to-day activities under this Contract and shall serve as the primary contact to the MUA's official.

2.5 PROJECT CONTROL SCHEDULING

2.5.1 DUTIES OF THE CONSULTANT PROJECT MANAGER: General duties of the Consultant Project Manager will include review of all technical products of the Consultant and project administration within the limits of the Contract. All correspondence and communication between the MUA and the Consultant related to the scope of the project will be issued by or directed by the Consultant Project Manager. The Consultant Project Manager is not authorized to direct the Consultant to accomplish any work not required by the Contract nor is he authorized to approve the changes in the Contract on behalf of the MUA.

2.5.2 WORK SCHEDULE: For larger projects, a preliminary work Schedule will be requested for the performance of work outlined in the Scope of Services. This schedule shall be used for progress monitoring and control. If at any time during the performance of this specified consulting services, the Consulting foresees any variation from the approved work schedule, he shall immediately submit a revised work schedule to the MUA for review and approval. For smaller projects a schedule is still required in the proposal.

2.5.3 FEE ESTIMATES: Proposed fee estimates shall be coordinated with the schedule and any proposed project phasing. Any necessary revised fee estimates shall be submitted to the MUA for review and approval prior to the work being performed. Lump sum fees are preferred.

2.5.4 PROGRESS REPORTS: For larger-scale engagements, the Consultant shall submit monthly progress reports in writing to the MUA by the end of the third week of the following month. These progress reports shall include:

- A. A narrative discussion of all activities in progress during the report period, including services anticipated to be performed during the next month.
- B. A narrative discussion of the work schedule and an estimate of the per cent of completion of the consulting services rendered to date including any variations from the accepted work schedule. Variations shall be accompanied by a narrative explanation.
- C. An estimate of costs for each task including variations from the proposed fee schedule. Variations shall be accompanied by a narrative explanation.

2.6 TIME OF PERFORMANCE

The Consultant shall perform in his professional services with due diligence and shall complete the professional services within the time schedule contained in this Scope of Services after receipt of the MUA's written Notice to Proceed.

2.7 PROGRESS REPORT

In addition to the provisions of Article 2.5, the MUA shall be entitled at times to be advised, at its request, of the status of the project being done by the Consultant and of details thereof. The closest collaboration and cooperation shall be maintained by the Consultant with representatives of the MUA, and either party to the Contract may request and be granted a conference.

2.8 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All finished and unfinished documents, data, studies, surveys, drawings, specifications, maps, photographs, reports, books and instruments gathered or prepared for, or by the Consultant pursuant to this Contract shall be the property of the MUA without restriction or limitation on their use. Original copies of such items shall be delivered by the Consultant to the MUA upon final acceptance or within sixty (60) days after termination of the professional consulting services. The Consultant shall be permitted to retain, at its own cost, copies of such items for its records, however, publication of this material is subject to the written approval of the MUA.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Consultant, the cost of which have been reimbursed to the Consultant as a direct cost, shall be turned over to the MUA at completion of, or early termination of, the professional consulting services, or otherwise disposed of as directed by the MUA, and the proceeds of any such disposal shall be credited to the MUA.

2.9 INSURANCE AND INDEMNITY

During the course of the project, the Consultant shall maintain the following insurance with insurers, or under the forms of policies, satisfactory to the MUA:

- A. Workmen's Compensation Insurance as required by Law.
- B. Comprehensive Public Liability, including liability rising out of the use of automobiles, up to the following limits:
 - (1) Bodily Injury: \$500,000 per person; \$1,000,000 per occurrence.

(2) Property Damage: \$500,000 per occurrence.

C. Errors and Omissions Insurance: The Consultant will indicate his coverage of Errors and Omissions Insurance, on the enclosed form.

The Consultant shall, to the full extent permitted by applicable law, indemnify, hold harmless, and upon request, defend the MUA, the MUA's respective officers, employees, agents and representatives from and against any and all claims, losses, costs, damages and liability on account of injury to or death of any person or loss of or damage to any property arising from any negligent acts or omissions of the Consultant or its officers, employees, agents, subcontractors or representatives during the course of this project.

2.10 FINAL ACCEPTANCE

When the project has been completed, the Consultant shall so advise the MUA in writing. Within thirty (30) days of receipt of such notice, the MUA shall give the Consultant written notice of any incompleted services, or the MUA shall issue a letter of Final Acceptance. Upon completion of any incompleted services, the Consultant shall again notify the MUA and shall request written notice of Final Acceptance. Once the incompleted services are complete, the MUA shall issue a letter of Final Acceptance within thirty (30) days of such notice. Final Acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the MUA under any other section of this Contract.

2.11 TERMINATION, SUSPENSION AND SANCTIONS

If through any cause within the reasonable control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Contract, the MUA shall thereupon have the right to terminate the Contract then remaining to be performed by giving written notice to the Consultant of such termination which shall become effective upon receipt by the Consultant. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and all other work products prepared by the Consultant, and its subcontractors, shall be promptly delivered to the MUA, who shall compensate the Consultant in accordance with the terms of this Contract for all Professional Consulting Services performed by the Consultant prior to termination, that are evidenced by materials delivered by the Consultant to the MUA.

Notwithstanding the above, the Consultant shall not be relieved of liability to the MUA for damages sustained by the MUA by virtue of any breach of the Contract by the Consultant, and the MUA may reasonably withhold payment to the Consultant until such time as the exact amount of damages to the MUA, from the Consultant, is determined.

The MUA may, for its convenience, terminate the project then remaining to be performed at any time by giving written notice to the Consultant of such termination, which shall become effective upon receipt by the Consultant. In addition to the provisions of the above two paragraphs, the Consultant shall be reimbursed for all costs incidental to said termination, including without limitation, demobilization costs, and otherwise, reimbursed under these termination provisions. Such payments shall be the total extend of the MUA's liability to the Consultant upon termination for convenience.

The MUA also reserves the right to terminate the project then remaining to be performed in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for benefit of creditors. All rights and obligations shall be the same as provided for in this Article.

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Contract, the MUA shall impose such Contract sanctions as it may determine to be appropriate, including but not limited to withholding of payment to the Consultant under the Contract until the Consultant complies with said provisions. In the event the MUA cancels or terminates the project pursuant to this paragraph, the rights and obligations shall be the same as provided for in this Article.

2.12 CHANGES

The MUA may, from time to time, order changes in the project and the Consultant shall promptly comply with each written order in accordance with procedures to be established by the MUA. Each change shall be directed by a written change order signed by the MUA official designated in this Scope of Services and accepted by the Consultant Project Manager. Said change order will provide equitable adjustment in the time of performance, budget and fixed fee if applicable, as well as any other provisions of this Contract which are affected by said change order.

If the Consultant is of the opinion that any services it has been directed to perform are beyond the scope of this Contract, and constitutes extra work, it shall promptly notify the MUA of that opinion, in writing.

2.13 DISPUTES

Except as provided for in this Contract, any disputes concerning a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the MUA, which shall mail or otherwise furnish a copy in writing of the decision to the Consultant. The decision of the MUA shall be final and conclusive unless within thirty (30) days from the date of the receipt of such copy, the Consultant mails, or otherwise furnishes, to the MUA a written appeal. The decision of the MUA or its Board of Directors, for the determination of such appeals, shall be final and conclusive unless determined otherwise by a court of competent jurisdiction. In connection with any appeal proceeding under this Article, the Consultant shall be afforded an

opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract in accordance with the MUA's decision. Failure to comply with the provisions of the above paragraph shall be cause for termination in accordance with Article 2.11.

2.14 INSPECTION

The Consultant shall permit the authorized representatives of the MUA, the county of Atlantic, State of New Jersey and the Federal Government to inspect, review and approval all work tracings, plans, specifications, maps, data, records and construction site work performed, gathered or developed under this contract at anytime within the duration of the Contract and within three (3) years after the final acceptance or termination of the Contract.

2.15 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or notification, without the prior written consent of the MUA.

2.16 EQUAL OPPORTUNITY

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, martial status, physically handicapped, place of birth or national origin. The Consultant shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, ancestry, martial status, physically handicapped, place of birth or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Evidence of such action will be included in a written Affirmative Action Plan developed in accordance with the requirements of Resolution No. 267 of 1992.

During the performance of this Contract, the Consultant agrees as follows:

The Consultant shall, and all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, martial status, physically handicapped, place of birth or national origin.

The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to be provided advising the said labor union or worker's representative of a Consultant's commitments with this paragraph, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.

The Consultant will cooperate with the MUA in meeting its commitments for Minority Business Enterprise Utilization, and will use its best efforts to insure that minority enterprises shall have the maximum practicable opportunity to compete for subcontract work under this project. The Consultant shall include in all subcontracts which may exceed \$5,000, the requirements of Federal Procurement Regulations regarding the utilization of minority business enterprises as follows:

a. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

b. The Consultant agrees to use his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the efficient performance of this Contract. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

2.17 CONFLICT OF INTEREST

The Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirectly, which would conflict in any manner or degree with the performance of this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall knowingly be employed by the Consultant.

No member, officer or employee of the MUA or of a local public body, during his tenure, or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

2.18 COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed nor retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure the Contract, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

2.19 PATENT RIGHTS, COPYRIGHTS, CONFIDENTIAL FINDINGS

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and findings, shall be made available to the MUA, unless it is legally determined that it is in the public interest that it not be so made available.

No reports, maps, other documents, articles or devices produced in whole or in part under this Contract shall be the subject of any application for a copyright or patent by or on behalf of the

Consultant or its employees subcontractors.

2.20 NOTICES

All Communications relating to the day-to-day activities shall be exchanges between the Consultant Project Manager and the MUA official designated herein. The Consultant Project Manager shall be designated when submitting this Proposal.

Notices hereunder shall be effective on delivery, if delivered personally, on the day following postmark if mailed to an address in Atlantic City, and on the seventh (7) day following postmark, if mailed to an address outside Atlantic City.

2.21 PUBLICITY NEWS RELEASES

The Consultant shall not during or after performance of this Contract, disseminate any information outside its organization regarding this project, or the services performed for the MUA without prior written approval of the MUA Official.

2.22 AS-BUILT PLANS

The Consultant shall prepare an As-Built plan upon completion of the project and shall submit two (2) reproducible copies of these documents, signed, to the MUA Official. The As-Built plans shall show specific, dimensional locations and depths of all construction as it was actually completed in the field. Any changes from the original plans shall be highlighted on the As-Built plans.

As-Built plans shall be filed with the MUA Official prior to the releasing of the final payment and within twenty (20) calendar days of submission of the construction contractor's final payment request.

2.23 AFFIRMATIVE ACTION GENERAL CONDITIONS

Consultant submitting proposals are required to comply with the requirements of Public Law 1975, Chapter 127, and MUA Resolution No. 267 of 1992.

ALL CONSULTANTS are required to submit an Affirmative Action Plan with their bid stating their compliance with the Equal Employment Opportunity Ordinance(s) regarding equal employment opportunity and shall file employment information reports, or other reports as may be required by the MUA.

ALL CONSULTANTS submitting proposals are required to submit the schedule of Minority Contractors and/or suppliers with their bid, listing the minority contractors and/or suppliers at a minimum of ten (10%) per cent of the total bid amount they will be utilizing and to identify all of his subcontractors and they must disclose where they are buying all of their suppliers before

approval of the subcontractors.

The successful Consultant's employment goals are hereby restated as per P.L. 1975, c. 127, to be minority percentage twenty (20%) per cent and female percentage forty-three (43%) per cent for procurement and service contractors, and twenty (20%) per cent minority workers in each construction trade for construction contracts.

- (a) **MINORITY BUSINESS ENTERPRISE:** A minority business enterprise is an independent business concern which is at least fifty-one (51%) per cent owned and controlled by minority group members; is or has the potential to be an independent and continuing enterprise, and meeting the following requirements:
 - 1. The minority ownership in the firm must be real, substantial and continuing.
 - 2. The minority ownership has and exercises the authority to independently control the business decision of the entity.

- (b) **MINORITY GROUP MEMBERS:** Minority group members are citizens who are Black, Hispanic, Asian or American Indian, as further defined by the Executive Committee.

- (c) **GOODS and SERVICES:** The procurement of goods and services shall include but not be limited to construction design and related services, the purchase of all goods and materials and professional services.

- (d) **EXEMPTION:** The classification of a particular contract area as exempt from the MBE utilization requirements established in this Order for lack of MBE's in the area.

- (e) **WAIVER:** The granting to a majority business enterprise a waiver on particular contract of the MBE utilization requirements established by this Order.

The following is reprinted from Resolution No. 267 of 1992. The bidders should in no way consider this the entire Ordinance.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" Shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a certified minimum of ten (10%) per cent minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in all classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractors shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicant for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The Contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor or purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the program as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continue withholding of all future payments under the public contract to the contractor in violations, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.

The bidders shall complete ARTICLE VIII. REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS with their bid in order for their bid to be considered.

ARTICLE III PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

Each audit firm shall respond to the Request for Proposals by the stated deadline with a comprehensive proposal and work plan, which shall include, but is not limited to, the following:

- A detailed proposal and Work Plan to perform the scope of work reflecting the requirements for competitive price quotes in accordance with the audit specific requirements of RFP 08-x-39537 dated December 7, 2007 issued by the NJ Department of Treasury.
- A proposed schedule identifying deliverable items to be submitted as evidence of completion of each task and/or sub-task
- The proposed hourly rate in addition to person-hour and/or labor category mix: A comprehensive chart showing the person-hours proposed to meet the requirements of the request for competitive quotes. The chart shall reflect the tasks, sub-tasks, or other work elements required by the request for competitive quote. The chart shall identify, for each task, sub-task, the total number of person-hours, by labor category, proposed to complete the engagement. The hourly rates used for each labor category shall be the all-inclusive hourly rates specified in the proposal.
- A firm, fixed price for the engagement based on the proposed scope of work, hourly rates and schedule, listed per each facility.
- In the event you deem it to be not cost effective or otherwise imprudent to perform energy audits on one or more facilities listed in the RFP, provide an explanation as to why for each such facility.
- Basis of Award:
The Atlantic City Municipal Utilities Authority may select an auditing firm based on the following factors:
 - Completeness of the proposal
 - Work effort described as a comparison to cost
 - Experience of Staff
 - Experience of Firm
 - Proposal presentation
 - Inclusion (or elimination) of ideas, tasks, or knowledge that allow the work effort to be tailored to the ACMUA
 - Presentation – is it succinct, are ideas clearly presented, are tasks and work descriptions clearly presented?
 - Overall cost

If the audit firm is unable to participate in a specific audit due to a conflict of interest or scheduling, it shall decline the request for a competitive quote in writing to the requester.

Scope of Work Requirements

For each facility/building listed below under List of Facilities:

Historic Energy Consumption: 1) Compile historic usage and costs for all energy utilities including electric, natural gas, propane and fuel oil for the twelve months prior to the audit including kW, kWh, BTUs, therms, etc. according to actual billed meter readings that corroborate usage; 2) Identify the utility rate schedules under which services are provided to each meter; 3) Enter the required building and utility data into the U.S. Environmental protection Agency's (EPA) Portfolio Manager energy benchmarking system. Report the resulting EPA score for each building, and provide the information necessary to access the Portfolio Manager account.

Facility or Measure Description: Provide a written characterization of other energy usage and occupancy profiles, facility size, construction features including an assessment of the building envelope (windows, doors, insulation, etc.) and operations.

Equipment list: Provide a detailed inventory of equipment containing pertinent information for all energy consuming lighting, HVAC, process and other equipment including estimate of equipment efficiency and remaining useful life. For example, for lighting, for each area of each building, provide existing fixture type, existing lamp type, existing lamp count and existing ballast type, current watts per fixture and current energy cost per room/building. Similar detail should be provided for other equipment, including process equipment in the case of process facilities such as sewage treatment plants.

Energy Conservation Measures: Provide a narrative summary for each energy conservation measure recommended. For example, for lighting recommendations, for each area of each building, provide proposed fixture type, proposed lamp type, proposed lamp count, proposed ballast type, total watts per proposed fixture, projected energy savings per room or area, projected energy cost savings per room and before and after lighting levels. Similar detail should be provided for other measures.

Clearly document the key assumptions made in analyzing each measure and describe the method of analysis. Provide the following for each recommended energy conservation measure:

- Description of energy conservation measure
- Estimated installation labor, material and total cost; along with source of cost estimate
- Estimated energy savings (kW, kWh, therms, etc.)
- Estimated annual energy cost savings (including any assumptions regarding future energy costs, life of measure, etc.)
- Estimate of any rebates/financial incentives available through New Jersey's Clean Energy Program or from other sources
- Estimated annual operating cost savings
- Estimated lifetime energy cost savings
- Simple payback
- Estimated return on investment

Renewable/Distributed Energy Measures: The contractor shall perform a high level assessment of renewable and distributed energy technologies which includes:

- Recommendations on the potential/viability of various renewable/distributed energy technologies
- Identification of available grants and incentives and sources of funding
- Analysis of costs and savings comparing current and future costs of electric and thermal energy with and without each technology assessed

Energy Purchasing and Procurement Strategies:

- Develop a monthly and peak day load profile for each electric and natural gas account
- Provide commentary on the utility rate tariffs under which the facility is currently served as to whether each tariff is the most appropriate and beneficial
- Assess potential cost savings from purchasing from third party energy suppliers

Method of Analysis: Provide a description and documentation of the tools used to perform the energy analysis and calculate energy savings estimates.

- Clearly identify all assumptions and estimates used in the analysis

Audit Firm Requirements:

- The selected audit firm shall perform an energy audit of all agreed upon buildings and facilities within 60 days of the date of the engagement for energy audit services between the engagement entity or cooperative purchasing partner and the energy audit contractor.
- The energy audit shall assess current energy usage and costs, and identify, analyze and recommend energy efficiency measures, renewable energy systems and strategies for the purchase of energy. The energy audit shall include a complete inventory of meters and billing points for all sources of energy. The goal of the energy audit is to identify opportunities for reducing energy costs.

Upon the award of the engagement, the contractor shall schedule and attend a meeting within five (5) business days with the engagement entity to discuss all pertinent items relative to the subject audit.

Copies of submittals, as outlined above, should be sent to each of the following addresses:

TRC Energy Services
Attn: GEAP Program Manager
900 Route 9 North
Suite 104
Woodbridge, NJ 07095
and
Neil Goldfine
Atlantic City Municipal Utilities Authority
P.O. Box 117
401 North Virginia Avenue
Atlantic City, NJ 08404-017

Facility Descriptions

Please write a description of each of your facilities. This description can be in paragraph form or bullet form, or however is easiest for you, but should include the information indicated below.

Facility #1:

Facility Name: Horace Bryant High Lift Pumping Station

Address: 1151 Main Street, Pleasantville, NJ

Used as: *This is the main pumping station for the Atlantic City water utility. The electric services also serves a smaller pumping station attached to a 6 million gallon standpipe, lime additional building and several smaller uses.*

Types of energy-using systems present: *the primary energy demand comes from the electric pumps. Two of the pumps have 350 horsepower motors and two have 200 horsepower motors. Currently there is only one fully functional VFD unit which controls one of the 350 hp pumps. A contract has been awarded to install new VFD's on the other three. It is expected that this work will be completed in the next six (6) months. The pumping station at the 6 million gallon tank has two 150 horsepower motors. The lime addition building has smaller motors*

HVAC description: *The main pumping station (all equipment installed in 1984) is all electric. The heat is provided by electric heat and heat pumps. Ventilation is provided by exhaust fans and wall louvers. The heat pumps also provide air conditioning to the Control room and the fluoride and ammonia rooms. The following equipment is in service: 2 Trane heat pumps- 1 provides 480 MBH cooling and 18.7 MBH heat, the 2nd provides 28.3 MBH cooling and 10.5 MBH heat; Trane model P00-33 rated at 16,000 cfm with an electric heat coil; 6 unit heaters for the chlorine room and various smaller rooms: USA HEATER – 480 volts-3 phase, 277 volts- 1 phase; one cabinet units heater CPE series AFATR; 11 exhaust fans- Penn Fumex.*

All unit heaters, exhaust fans and louvers have local controls in the room that they provide HVAC to. There is a thermostat for one of the heat pumps in the fluoride room and the second heat pump has a thermostat in the control room.

Additions: *the 6 mg tank and pump station was constructed in about 2005.*
Utility accounts: *there is only one electric account for this facility: 0519 7749 9998.*

Facility #2:

Facility Name: Atlantic City Water Filtration Plant

Address: 1151 Main Street, Pleasantville, NJ

Used as: *This is the treatment works for the Atlantic City water utility. The electric service provides service to the following treatment units: mechanical and stationary screening building (includes electric unit heater with local control), Low lift pumping station – two 125 horsepower pumps (with functional VFD's – one was installed in March 2009) and one 100 horsepower pump – no VFD; 5 sedimentation tanks with mechanical flights and chains; filter building with 6 newly renovated filters – capacity with one unit out of service – 22.5 mgd – this building includes backwash pumps and HVAC for the operator control room only, a filter blower building (constructed 2008), 2 clarifiers with drives.*

Utility accounts: *there is only one electric account for this facility: 0232 8219 9993*

Facility #3:

Facility Name: Main office and distribution yard

Address: 401 North Virginia Avenue, Atlantic City, NJ

Used as: *Main office and distribution yard, with inventory storage and garage for about 14 vehicles. The office has 7,500 sq. ft. – 19 people – 60 hrs/wk, the distribution yard is 2,100 sq.ft.- 25 people 40 hr/wk and 168 hrs/wk the facility is manned by 1 person. The warehouse is 9000 sq.ft.- 2 people – 40 hr/wk and the garage is 4,800 sq.ft.*

HVAC:

Office: a central mechanical room consisting of a Carrier air handling unit and a Weil- McLain- LGB gas fired boiler (Johnson controls) regulates the HVAC for the office. A Carrier Flotronic Air cooled Reciprocating Liquid Chiller is installed outside. The building was constructed in 1992 and there have been no substantial modifications. All individual offices and rooms have Carrier fan-coil air conditioners in each room which take heated or cooled water from the boiler room and using thermostats in each unit control the temperature in the room. Central on open areas are controlled from the main air handling unit, the temperature is set in the mechanical room and a return duct temperature reading is used to control. There are timers on all pumps and air blowers that switch to a thermostat in the executive director's office.

Computer room (in office area) supplemental AC: there is a split type cooling unit/condensing unit installed. It was replaced in 2008

Warehouse:

Garage:

Utility accounts: *there is only one electric account for this facility: 1073 5499 9990*
South Jersey Gas: 1 03 31 4284 0 8

List of Facilities

Following is the list of facilities to be included in this study:

	<u>Facility Name</u>	<u>Facility Square Footage</u>
1.	Horace Bryant High Lift Pumping Station	5,000
2.	Atlantic City Water Filtration Plant	
3.	Main office and distribution yard	23,400

ARTICLE IV SERVICES TO BE PROVIDED

4.1 REVIEW OF REPORTS

The MUA shall review all information submitted by the Consultant in this regard and provide direction within a reasonable period of time of the receipt of submittal. The Consultant shall not proceed with subsequent stages of his contract until the MUA has completed its review and is given written concurrence with the Consultant's recommendations.

4.2 PLANS AND SPECIFICATIONS

The Consultant shall provide conditions and associated boiler plate. The Consultant shall forward the full set of original technical specifications to the MUA official for his review.

The Consultant shall make all required copies of the plans and specifications and shall be responsible for distribution of same to prospective bidders. The MUA shall be responsible for submitting the legal advertisement for solicitation of bids.

The consultant shall additionally provide ten (10) full sets of contract documents for use during construction.

4.3 AWARD OF CONTRACT

After receipt of bids for the construction work, the MUA Official shall be responsible for recommending a course of action to the Board of Directors. The MUA Official shall consult the Consultant on the evaluation of the bids received in the preparation of recommending a course of action.

4.4 PAYMENT TO CONSULTANT AND CONTRACTOR

The Consultant shall prepare all MUA vouchers for payment to the Consultant.

ARTICLE V TIME SCHEDULE AND LIQUIDATION DAMAGES

5.1 TIME SCHEDULE

The following time schedule shall be adhered to in the performance of all professional consulting services intended under this contract:

- March 25, 2009: Notice of RFP
- May 12, 2009: RFP due date
- May 26, 2009: date of notice award – including contract documents
- 10 days - signed contract documents, including all certificates of insurance are due
- 10 days - fully signed contracts will be returned with notice to proceed and initial meeting scheduled.
- 60 days – energy audit shall be completed and draft of the final audit report including a summary of the audit process and all recommendations shall be submitted to ACMUA.

Submittal Requirements:

- A draft of the final audit report including a summary of the audit process and all recommendations shall be submitted in accordance with the Work Plan (section 1.2.1 of RFP 08-x-39537 dated December 7, 2007 issued by the NJ Department of Treasury). After appropriate review and authorization by TRC, the contractor shall release the draft report to the engagement entity and/or any other party as determined by TRC for its review. The municipality or other local governmental entity's critique of the draft report shall be confined to factual discrepancies and communicated to TRC. Subsequently, TRC shall authorize the preparation of the final audit report. The engagement entity and/or any other party as determined by TRC will be permitted to comment upon the contractor's findings and recommendations after TRC has approved the final report for release. These comments shall be incorporated into the contractor's final audit report.

Two (2) copies of final audit report shall be submitted: one copy to TRC and one copy to the engagement entity.

5.2 LIQUIDATED DAMAGES

Time is of the essence in the performance of the professional consulting services required for this project. The Consultant agrees to the following assessment of liquidated damages for each MUA Business Day that the Consultant exceeds the agreed upon time schedule for the project. This fee shall be deducted from any payment due or to become due the Consultant, and it is mutually agreed that this fee constitutes liquidated damages and not a penalty.

AMOUNT OF LIQUIDATED DAMAGES PER MUA BUSINESS DAY: \$100

Both contractual parties confirm the above liquidated damages provision, but agree nevertheless, that said provisions shall be subject to delays caused by acts of God, which the Consultant could not have reasonably foreseen and provided against, and delays caused by any strikes, boycotts or like obstructive actions of employees which are beyond the control of the Consultant and which he cannot reasonably overcome.

ARTICLE VI COMPENSATION AND PAYMENT

6.1 FINANCIAL RECORDS

The Consultant shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs, of whatever nature, claimed to have been incurred and anticipated to be incurred for the performance of this contract until the expiration of three (3) years from the date of final payment under this contract.

The system of accounting will be in accordance with generally accepted accounting principals and practices and shall be consistently applied.

The Consultant shall permit the authorized representatives of the MUA and other affected governmental agencies to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance under the contract. These rights of audit shall extend for a period of three (3) years following final payment under this contract.

In the event the funds paid to the Consultant under this contract are subsequently properly disallowed by the MUA because of accounting errors or charges not in conformity with this contract, the Consultant shall refund such disallowed amount to the MUA promptly.

If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

Records which relate to appeals, litigation or the settlement of claims arising out of the performance of this contract, or costs and expense of this contract to which exception has been taken by the MUA, or by any of its duly authorized representatives, shall be retained until the expiration of three (3) years from the date of final payment under this contract or until such appeals, litigations, claims or exceptions have been disposed of, whichever occurs later.

6.2 CONTRACT CEILING:

Regardless of the method of compensation, the total compensation to be paid to the Consultant by the MUA on account of this project as provided herein, shall not exceed the amount of the approved contract.

Changes issued by the MUA pursuant to the Scope of Services shall not constitute authorization by the MUA to exceed the contract ceiling except to the extent that provisions to such affect are set forth in said changes. In the event the actual costs of the professional services overrun the contract ceiling as a result of the Consultant's deviations from the Scope of Services, which deviations are not directed or authorized in writing by the MUA, the Consultant will absorb for its own account, one hundred (100%) per cent of the amount of said overrun.

6.3 METHOD OF COMPENSATION:

For the performance of this contract, the MUA shall compensate the Consultant according to the following schedule:

Energy Audit For:

Horace Bryant High Lift Pumping Station	_\$ _____
Atlantic City Water Filtration Plant	_\$ _____
Main Office and Distribution Yard	_\$ _____
Total	_\$ _____

The Consultant shall submit his invoice to the MUA's Comptroller, and it shall be due and payable by the MUA, conditionally pending audit review, prior to the end of the following month.

The compensation provided for herein which remains unpaid after final acceptance by the MUA, for the total project shall be paid to the Consultant by the MUA within thirty (30) days after final audit by the authorized representatives of the MUA.

ARTICLE VII. CONSULTANT FIRM INFORMATION

PROJECT _____ DATE:

7.1 FIRM NAME:

Mailing address: _____.

Telephone Number: _____.

If incorporated, under what State Laws:

7.2 CONSULTANT'S PROJECT MANAGER TO BE ASSIGNED TO THIS PROJECT

Name: _____.

Title: _____.

7.3 CONSULTANT'S PERSONNEL TO BE USED ON THIS PROJECT:

<u>Name</u>	<u>Tasks</u>	<u>% Time</u>
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7.4 ERRORS AND OMISSIONS INSURANCE:

Face Amount: _____.

Insurance Co: _____.

Policy Number: _____.

7.5 WORK SCHEDULE:

If a work schedule is not contained in the Scope of Services, or if it is long or complex, please attach it to this Article VII.

7.6 FEE SCHEDULE:

If the project is done on a PER DIEM basis, or if a long and complex fee schedule is involved, please attach it to Article V.

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

CONTRACTOR SHALL SIGN AND COMPLETE THIS FORM AND SUBMIT IT WITH PROPOSAL

ALL CONTRACTORS SHALL READ AND COMPLETE THIS STATEMENT WHERE APPLICABLE, REGARDLESS OF WHETHER BIDDER IS CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid, or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation own all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

CONTRACTOR MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

1. Stockholders or Partners owning 10% or more of the company submitting bid:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

Signature: _____

2. No Stockholder or Partner owns 10% or more of the company submitting bid.

Signature: _____.

3. Bid is being submitted by an Individual who operates as a sole proprietorship.

Signature: _____.

ARTICLE VIII. REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

Vendors must submit a completed Affirmative Action Employee Information Report (AA302 - Pink Copy) with their proposals.

Vendors must complete the following questionnaire as part of the Bid/Contract Package in the event that you or your firm is awarded a contract.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

YES _____ NO

2. Our company has a Certificate of Employee Information Report.

YES _____ NO

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

Name:

(Please type or print)

Signature: _____.

Title: _____.

Date: _____.

Telephone #: _____.

If you answered yes for any of the questions, the required information must be included with this proposal. If you answered no to questions 1 or 2, you must acquire one and include it in the contract documents if you are awarded the contract.

Schedule of Minority Contractors and/or Suppliers

This Form is to be Completed by Bidders

Name of Minority Business Firms and Agent's Name	Specify Type of Work to be Done	Dollar Amount of Participation (Minimum of 10% of Total Amount)

The Atlantic City Municipal Utilities Authority requires that:

1. Minority contractors and/or suppliers be certified by the City of Atlantic City and/or the State of New Jersey.
2. Certifications and letters of interest from all firms listed above must be attached to this form.
3. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID OR PROPOSAL.

BIDDERS SIGNATURE: _____ DATE: _____.

(REVISED 10/08)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

Name of Company: _____

Name of Highest Official: _____

Title: _____

Signature: _____



Atlantic City Municipal Utilities Authority

RESOLUTION

WHEREAS, the failure historically to gain meaningful employment by the traditionally deprived has resulted in the necessity for the development of an Affirmative Action Program aimed at insuring that equal employment opportunities are offered to all regardless of race, creed, color, sex, religion or national origin.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Atlantic City Municipal Utilities Authority (MUA) that it is the public policy of the Authority to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations and to prohibit discrimination in employment and business practices because of race, color, religion, sex, ancestry or national origin, and to promote the full realization of equal employment and business opportunity through a positive and continuing program within each department, division, agency or component of the Authority. This policy of equal employment and business opportunity shall apply to every contractor, subcontractor or bidder holding or seeking public contract with the Authority, and is intended to provide all businesses for the Authority equal opportunity to participate in the filling of the Authority non-bid purchase orders up to legal non-bid limit.

BE IT FURTHER RESOLVED, that the Authority shall establish and maintain a positive program of equal employment opportunity for all employees and applicants for employment within their jurisdiction in accordance with the policy set forth above.

BE IT FURTHER RESOLVED, that all public contracts hereinafter entered into by the Authority shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a minimum of ten percent (10%) certified minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal.



Atlantic City Municipal Utilities Authority RESOLUTION

Continued - Page 2

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractor shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, to file compliance reports with the Authority in the form and to the extent prescribed by the Authority. Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor of purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the programs as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continued withholding of all future payments under the public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or division until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.



Atlantic City Municipal Utilities Authority

RESOLUTION

Continued - Page 3

BE IT FURTHER RESOLVED, that the office of the Assistance Executive Director of the Authority shall establish any and all necessary and supplemental documents that will be required to effectively implement the Authority Affirmative Action Resolution of the Authority. All notices to prospective bidders published on behalf of the Authority shall include as a part of the contract specifications, the condition that all bidders will be required to submit an affirmative action plan and to comply with the Equal Employment Opportunity Resolution regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the Authority. Each bidder shall file as part of bid documents an Affirmative Action Plan for implementing the policy of this resolution, employment information reports, or other reports as may be required by the Authority. The contractor must identify all of his subcontractors and must disclose where they are buying all of his supplies before approval of the subcontractors. The Contractor shall cooperate with those appropriate training agencies as designated by the Authority in providing on and off site training for persons employed in the project and shall provide on site job opportunities to basic and advanced trainees referred to them by the Authority. The total cost of the training on and off site programs, including fringe benefits and the cost of off site schooling will be paid for by the contractor. The cost of such training shall be included in the price bid.

BE IT FURTHER RESOLVED, that where construction contract exists, a project site report in a form defined by the Authority shall be completed and submitted by the contractor not more than 30 days from the beginning of work on the site, and the Authority shall conduct such periodic on site reviews as are deemed necessary. Such project site reports shall include such information as to the employment practices and statistics of the contractor and each subcontractor, and shall be in such form as the Authority may prescribe. Where the term of the contract exceeds 30 days, such project site reports shall be submitted once each 45 days, or more frequently if the Authority determines that such submittal is deemed necessary for a continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the contractor for transmittal to the Authority.

BE IT FURTHER RESOLVED, that in the event specific discriminatory practices are found to exist in the administration and enforcement of this resolution in addition to the sanctions that may be imposed as provided by the terms of the contract, the Authority shall forward all pertinent information the appropriate Federal, State and local agencies.



Agenda No.
Resolution No. 267
Date September 9, 1992

Atlantic City Municipal Utilities Authority

RESOLUTION

Continued - Page 4

BE IT FURTHER RESOLVED, that in the event a contractors fails to cooperate in reaching mutually satisfactory solutions to his/her failure to comply with this resolution or to implement contract compliance agreements previously made, the Authority shall review such cases to determine:

- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

In the event the Authority determines that the contractor has violated or has failed to comply with the equal employment and business opportunity requirements of the contract, after affording such contractor a reasonable time to correct the situation and where negotiations have been of no avail, it shall make a finding under paragraph 1 of this Section, and shall transmit said findings and recommendations thereon to the Authority's Executive Director, the Contracting Agency, Law Department, and any other Agencies it may deem appropriate.

BE IT FURTHER RESOLVED, that each section and each provision or requirement of any Section of the resolution shall be considered severable, and the invalidity of any portion of this resolution shall not effect the validity or enforceability of any other portion.

BE IT FURTHER RESOLVED, that this resolution the masculine gender shall include the feminine and the singular plural.

Upon motion this Resolution was ADOPTED as Read.

JOHN J. MOONEY, VICE CHAIRMAN/SECRETARY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-__ for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

1 N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

County Name: Atlantic

State: Governor, and Legislative Leadership Committees

Legislative District #s: 1, 2, & 9

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Executive

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

Absecon City

Atlantic City

Brigantine City

Buena Borough

Buena Vista Township

Corbin City

Egg Harbor City

Egg Harbor Township

Estell Manor City

Folsom Borough

Galloway Township

Hamilton Township

Hammonton Town

Linwood City

Longport Borough

Margate City

Mullica Township

Northfield City

Pleasantville City

Port Republic City

Somers Point City

Ventnor City

Weymouth Township

Boards of Education (Members of the Board):

Absecon City

Atlantic City

Buena Regional

Egg Harbor City

Egg Harbor Township

Estell Manor City

Folsom Borough

Galloway Township

Greater Egg Harbor

Regional

Hamilton Township

Hammonton Town

Longport

Mainland Regional

Mullica Township

Northfield City

Pleasantville City

Somers Point City

Weymouth Township

Fire Districts (Board of Fire Commissioners):

Buena Borough Fire District No.

1

Buena Borough Fire District No.

2

Buena Vista Township Fire

District No. 1

Buena Vista Township Fire

District No. 2

Buena Vista Township Fire

District No. 3

Buena Vista Township Fire

District No. 4

Buena Vista Township Fire

District No. 5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2 ____.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 <NAME OF CONTRACTING AGENCY>

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 scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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: _____
 Signed: _____
 Title: _____
 Print Name: _____
 Date: _____

Subscribed and sworn before me this ____ day of _____, 2 __.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

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, professional 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 district, 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)