

**BOROUGH OF SEA BRIGHT  
REQUEST FOR PROPOSALS & QUALIFICATIONS  
2024 MUNICIPAL PROFESSIONAL SERVICES  
UNDER THE FAIR AND OPEN PROCESS**

**NOTICE IS HEREBY GIVEN** that, in accordance with N.J.S.A. 19:44A-20.5 et seq. through a competitive, fair and open process the Borough of Sea Bright is requesting sealed proposals and qualifications for the following Professional Service:

**Professional Appraisal Services to Defend the 2024 State Tax Court Appeals**

Proposal documents are available in the Borough Clerk's office during regular business hours and on the Borough website at [www.seabrightnj.org](http://www.seabrightnj.org).

Proposals must be submitted in sealed envelopes to Tim Anfuso, Tax Assessor, 1099 Ocean Avenue, Sea Bright, NJ 07760, no later than 12 Noon on Friday, May 31, 2024.

All Proposals must comply with Borough of Sea Bright General Code Chapter 11, Public Contracting Regulations, a copy of which shall be provided in the qualification packet.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. PL 2004, C.1 and are required to comply with all terms imposed by NJ Election Law N.J.S.A. 19:44A-20.27 subject to campaign funding limits.

Said letters and proposals will be evaluated by the Tax Assessor, Borough Administrator and the Governing Body. The Borough reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Borough.

By order of the Mayor and Borough Council of the Borough of Sea Bright, Monmouth County, New Jersey.

Christine Pfeiffer  
Borough Clerk

**BOROUGH OF SEA BRIGHT**  
**SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS**  
**UNDER THE FAIR AND OPEN PROCESS**  
**STANDARD SUBMISSION RULES AND INSTRUCTIONS**

1. The Borough of Sea Bright is soliciting proposals for the provision of professional services to the Borough for a one-year contract.

2. Proposals shall be sent to:

Tim Anfuso  
Tax Assessor  
1099 Ocean Ave  
Sea Bright, New Jersey 07760

no later than **FRIDAY, MAY 31, 2024 at 12 noon.**

3. The mailed proposal shall be submitted in a sealed envelope bearing the name and address of the applicant written on the envelope and clearly marked with the contract title for which you are applying.

4. The applicant understands that the proposal must be compliant with the requirements of the Borough. Applicants are expected to examine the requirements with care. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Borough Administrator. In the event the applicant fails to notify the Borough of such ambiguities, errors or omissions, the applicant shall be bound by its proposal.

5. It is the applicant's responsibility to see that proposals are presented to the Borough on the hour and at the place designated. The Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in paragraph 6 above must also appear on the outside of the delivery company envelope. **PROPOSALS RECEIVED AFTER THE DESIGNATED TIME AND DATE WILL BE RETURNED UNOPENED.**

6. All Proposals shall include, at a minimum, the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; references; and a proposal for compensation or a schedule of fees to be charged for such professional services.

7. All proposals will be evaluated by the Tax Assessor and the Borough Administrator.

8. Proposals will be evaluated on the basis of:

- a. Qualifications, experience and reputation in the field of professional service;
- b. Knowledge and experience with the Borough of Sea Bright's form of government which is "weak mayor-strong council form" – Borough form of Government (NJSA 40A:60-1 et seq.)

- c. Knowledge of the Borough of Sea Bright and the subject matter to be addressed under the contract
  - d. Availability to attend all required meetings or court proceedings (if applicable)
  - e. Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter
  - f. Compensation proposal
  - g. References
  - h. Other factors, if determined to be in the best interest of the Borough of Sea Bright and its agencies
9. Any applicant successfully awarded a contract must agree to indemnify and hold the Borough harmless from any liability to subcontractors and suppliers concerning payment for work performed or goods supplied and must also add the Borough of Sea Bright as a named insured to any applicable insurance policies.
10. The successful respondent will be notified of the award of contract upon favorable decision by the governing body.

**PROFESSIONAL SERVICES  
GENERAL DESCRIPTION**

**Professional Appraisal services to defend the 2024 State Tax Court Appeals.** The proposal should include the costs for attending settlement conferences, preparation of a full trial ready Appraisal report and testimony in State Tax Court.

## STATUTORY AND OTHER REQUIREMENTS

### A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-32 et seq. (Pl. 1975, c.127).

1. Procurement, Professional and Service Contracts and all successful vendors must submit within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:
  - a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of letter), or
  - b. A photocopy of an approved Certificate of Employee Information Report, or
  - c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

### B. Stockholder Disclosure of Ownership / Certification

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock or any class, or all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement is enclosed and shall be completed and returned with proposals.

### C. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is enclosed with this RFP, shall be properly executed and submitted with the proposal.

### D. New Jersey Business Registration Requirements Non-Construction Contracts

NJSA 52:32-44 requires that each vendor submit proof of business registration with the RFP package. Proof of registration shall be a copy of the Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue on-line at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at 609-292-1730.

Failure to submit this shall be cause for rejection of the proposal.

### E. Pay-To-Play Disclosure Certification and Form

Successful contractors are required to comply with all terms imposed by NJ Election Laws N.J.S.A. 19:44A-20.27 subject to campaign funding limits and with the Borough of Sea Bright "Pay to Play" Ordinance #16-2004.

The Borough reserves the right to reject any or all proposals if the evidence submitted by, or investigation of such respondent fails to satisfy that such respondent is properly qualified to carry out the obligation of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

#### **D. Termination of Contract**

A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Borough shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.

C. The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.

D. In case of default by the successful applicant, the Borough may procure the articles or services from other sources and hold the successful applicant responsible for any excess costs incurred thereby.

## **BOROUGH OF SEA BRIGHT, NEW JERSEY**

PLEASE PROVIDE THE NAME AND ADDRESS OF SUBMITTING FIRM, INDIVIDUAL OR ENTITY

- 1. Is your firm willing and able to perform the scope of services set forth in the Notice of Solicitation for Professional Services and the Solicitation Package for the above Professional Service/Title?**
- 2. If the answer to question 1 is “No,” then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?**
- 3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the Client/Owner to whom this submission is being sent (or with similar Client/Owners).**
- 4. Please discuss your (the firm’s) record of success in providing the same or similar services to those being requested.**
- 5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.**
- 6. Please provide a list of your current municipal or public clients as well as past Borough clients.**
- 7. Please describe your (the firm’s) ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.**
- 8. Please disclose any conflicts of interest you have or reasonably anticipate having with respect to your firm’s past, current or pending representation of clients or entities who are engaged in litigation or disputes with the Borough of Sea Bright or its associated entities or who are appearing before or making application to its Boards or Agencies. If none, state “none.”**
- 9. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses. If all or any part of the work proposed is to be performed on a lump sum or flat fee (as opposed to an hourly or reimbursable basis) please provide the amount of that lump sum or flat fee as well as specifically detailing the full scope of work to be included under the proposed lump sum or flat fee. It is also permissible to provide alternative fee proposals (lump sum or hourly) for the same scope of work, but again, it is very important to clearly delineate what is included.**

# CHECKLIST

The following items are required submissions in this proposal package:

1. \_\_\_\_\_ Professional Service Proposal, Qualifications and Costs Submission Form
2. \_\_\_\_\_ Affidavit of Non-Collusion  
(signed and notarized)
3. \_\_\_\_\_ Stockholder Disclosure Certification  
(Signed)
4. \_\_\_\_\_ Professional Service Entity Information Form
5. \_\_\_\_\_ Applicant and Sub-Applicant Business Registration Certificate  
(copy, issued by the State of NJ Department of Treasury, Division of Revenue)
6. \_\_\_\_\_ Affirmative Action Certification or Report
7. \_\_\_\_\_ Pay-to-Play Statement (Ordinance #16-2004)
8. \_\_\_\_\_ Proposed Form of Contract
9. \_\_\_\_\_ Exhibit A to Proposed Contract - Mandatory Equal Opportunity Language
10. \_\_\_\_\_ Exhibit B to Proposed Contract - Mandatory ADA Language

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above. I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Firm: \_\_\_\_\_ Date: \_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Signature/ Authorized Representative

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

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-Mail \_\_\_\_\_

**PROPOSAL COVER SHEET  
BOROUGH OF SEA BRIGHT  
Professional Appraisal services to defend the 2024 State Tax Court Appeals**

**TO THE BOROUGH OF SEA BRIGHT:**

**The undersigned declares they have examined and fully understand the Borough's application process and other documents herein referred to, and if this proposal is accepted, will perform services in accordance with the contract documents to be provided upon award.**

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

AFFIX CORPORATE SEAL (IF CORPORATION)



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_  
(Print Name) (Print)

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 \_\_\_\_\_  
Print Title Print Name of Firm

the bidder making this Proposal enclosed and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Sea Bright relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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 or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
Name of Firm NJSA 52:34-15

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature

Subscribed and sworn to before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
My commission expires on \_\_\_\_\_

(SEAL)

**BOROUGH OF SEA BRIGHT  
STOCKHOLDER DISCLOSURE CERTIFICATION  
This Statement shall be Included with Bid Submission**

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

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

**STOCKHOLDERS:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
Notary Public  
My commission expires on: \_\_\_\_\_

## PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If Individual has a TRADE NAME, give such trade name:

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

.....  
If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners:

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

Address:

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

.....  
If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature By: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## **AMERICANS WITH DISABILITES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Sea Bright, (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 services 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 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 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 violation of the ADA which has been brought pursuant to its grievant 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 cause 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 provisions of the Agreement or otherwise at law.

## **DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)**

**N.J.S.A. 19:44A-20.27** establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).