



**West New York
Board of Education**

6028 Broadway
West New York, NJ 07093-2808

*Maximizing all students' potential
for success in an ever-changing world.*

Jack Steffens

Asst. School Business Administrator
/Internal Auditor

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West New York Board of Education
6028 Broadway
West New York, New Jersey 07093

Reference: Request for Proposal – Professional Services 2011-2012 School Year

Dear Professional:

Thank you for your interest in the West New York Board of Education, 2011-2012 School Year Request for Proposal for Professional Services. Please be advised that professional service providers are to include a W-9 with the submission documents package. Omission of the W-9 will seriously delay review of the proposal.

Prospective submitters may address any questions regarding the RFP to my office at the above listed telephone number.

Request for Proposal is due no later than 3:00 p.m., Friday, February 10, 2012. The Board of Education plans to make the awards at the Meeting on February 15, 2012.

Very truly yours,

Jack Steffens
Assistant School Business Administrator/Acting Board Secretary

WEST NEW YORK BOARD OF EDUCATION

**REQUEST FOR PROPOSALS FOR:
CONSTRUCTION MANAGEMENT SERVICES**

**Contract Term
February 16, 2012 through June 30, 2012**

SUBMISSION DEADLINE

**3:00 p.m.
February 10, 2012**

ADDRESS ALL PROPOSALS TO:

**Jack Steffens, Assistant Business Administrator/ Acting Board Secretary
West New York Board of Education
6028 Broadway
West New York, New Jersey 07093**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATION

West New York Board of Education
6023 Broadway
West New York, New Jersey 07093

CONTACT PERSON

Jack Steffens, Assistant Business Administrator/Acting Board Secretary
West New York Board of Education
6028 Broadway
West New York, New Jersey 07093
201-533-4000 Ext. 8020

PURPOSE OF REQUEST

The West New York Board of Education is requesting proposals from qualified individuals and firms (hereinafter also referred to as the "contractor(s)", "consultant(s)" or "proposer(s)") to provide Construction Management Services to the to the Board for the renovation of a school building and other various construction projects from time to time. Proposals will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

February 16, 2012 through June 30, 2012

CONTRACT FORM

The successful proposer shall be required to execute the Board's form contract, which shall include indemnification, insurance, termination and licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES**

1. **WEST NEW YORK BOARD OF EDUCATION FACTS AND FIGURES** – The Board consists of five members and the District is overseen on a daily basis by the Superintendent of Schools. The District is comprised of nine school buildings, serving approximately 7,700 students. The District has multiple special education programs and an extensive extra-curricular and interscholastic athletic program.

2. **NATURE/ SCOPE OF SERVICES** – The Board of Education is requesting proposals for Construction Management Services. Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these services:
 1. Site analysis and planning;
 2. Defining project needs;
 3. Schematic concept development;
 4. Represent the Board as its on-site representative and in various meetings regarding the project with various State and public entities and contractors, vendors and suppliers;
 5. Budget projections;
 6. Work with and alongside of the Board’s architects;
 7. Assisting in acquiring government approvals;
 8. Attendance at regular, special and emergency meetings of the Board, if required;
 9. Attendance at all other meetings that the Board deems necessary;
 10. Preparation and/or review of reports, permits and applications as requested by the Board; and
 11. Review of all correspondence referred by the Board, and preparation of correspondence on behalf of the Board, if requested.

3. **COST QUALIFICATION:** Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). By submission of a qualification statement, proposer acknowledges, and agrees to adhere, to the fee schedule to be set by the Board at the time of awarding any contract for the subject services.

4. STANDARD REQUIREMENTS OF TECHNICAL PROPOSALS: Proposers should submit a technical qualification which contains the following:
- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
 - B. Proposer must demonstrate at least ten (10) years of experience providing services of the nature requested relative to construction and facilities as it relates to educational entities in the State of New Jersey. Proposer shall provide a listing of all other engagements where services of the type being proposed were provided in the past. This list should include other boards of education and other levels of municipal service. Contact information for the recipients of the similar services must be provided. The Board may obtain references from any of the parties listed;
 - C. The names, qualifications, certifications held, titles, experience and training of all persons who would be assigned to provide services to the West New York Board of Education;
 - D. A description of any particular area(s) of expertise you or your firm may possess that have not been included in the response provided above;
 - E. A statement that neither the firm nor any individuals assigned to this project have ever been prohibited from working with public entities in the State of New Jersey;
 - F. Affirmative Action Compliance Notice (form provided);
 - G. Affirmative Action Questionnaire (form provided) or Certificate of Employee Information Report or other Affirmative Action Evidence in lieu of questionnaire;
 - H. Executed Equal Employment Opportunity Language (form provided);
 - I. Executed Americans with Disabilities Act of 1990 Language (form provided);
 - J. Executed Non-Collusion Affidavit (form provided);
 - K. Executed Owner's Disclosure Statement (form provided);
 - L. Proposer's New Jersey Business Registration Certificate;
 - M. Chapter 271 Political Contribution Disclosure Form (form provided).

5. QUALIFICATION EVALUATION: The Board will select the most advantageous qualifications based on the following factors and will make the award(s) that is in the best interest of the Board:

- A. Relevance and extent of qualifications, experience, reputation and training of personnel to be assigned;
- B. Knowledge of the District, public education in the State of New Jersey and the subject matter to be addressed under this engagement;
- C. Relevance and extent of similar engagements performed;
- D. All required information requested in the qualification is provided.

Each qualification must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the qualification submitted. The Board reserves the right to:

- i. Not select any qualifications;
- ii. Select only partitions of a particular proposer's qualification for further consideration;
- iii. Award a contract for the requested services at any time within the calendar year after review of the Qualification and approval of same by the Board: Every qualification should be valid through this time period.

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

6. QUALIFICATION LIMITATIONS: This RFQ is not intended to be an offer, order or contract and should be regarded as such, nor shall any obligation or liability be imposed on the Board by issuance of this RFQ. The Board reserves the right at the Board's sole discretion to refuse any qualification submitted.

7. USE OF INFORMATION: Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Board to the proposer in connection with this RFQ shall remain the property of the Board. When in tangible form, all copies of such information shall be returned to the Board upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

8. **GENERAL TERMS AND CONDITIONS:**

- A. The Board reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Board to do so.
- B. In case of failure by the successful proposer, the West New York Board of Education may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.
- C. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- D. Each qualification must be signed by the person authorized to do so.
- E. The contract shall be in effect through June 30, 2012 unless otherwise stated.
- F. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed Proposals, the Board assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. Proposals will not be accepted by facsimile or e-mail.
- G. By submission of the qualification, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Board harmless in any case of any such infringement.
- H. No proposer shall influence, or attempt to influence, or cause to be influenced, any Board officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- I. No proposer shall cause or influence, or attempt to cause or influence, any Board officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- J. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Board Counsel's decision shall be final and conclusive.
- K. The West New York Board of Education shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its qualification.
- L. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Proposals and shall be completed and submitted as part of this qualification.

REQUEST FOR PROPOSALS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION STATEMENT. PLEASE INITIAL BELOW, INDICATING THAT YOUR QUALIFICATION STATEMENT INCLUDES THE ITEMIZED DOCUMENT. A QUALIFICATION STATEMENT SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS MAY BE REJECTED.

ITEM	INITIALS
Original & seven (7) copies of completed qualification package	
W-9	
Affirmative Action Compliance Notice (form provided)	
Affirmative Action Questionnaire or Evidence	
Equal Employment Opportunity Language (form provided)	
Americans with Disabilities Act of 1990 Language (form provided)	
Non-Collusion Affidavit (form provided)	
Owner's Disclosure Statement (form provided)	
New Jersey Business Registration Certificate	
Certificate of Employee Information Report	
Chapter 271 Political Contribution Disclosure Form (form provided)	

Pursuant to New Jersey law, the Board shall not enter into a contract for goods or services unless the contractor provides of a copy of its business registration certificate at the time it submits its qualifications.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

Person, Firm or Corporation submitting Proposal: _____

Authorized Agent Name & Title: _____

Authorized Signature & Date: _____

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 proposer'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 proposer 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 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 proposal 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)

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

_____ YES _____ NO

A. If yes, a Photostat copy of said approval shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

A. If yes, a copy of the New Jersey State Certificate shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name of Company/Firm _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ *Date* _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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**.

Subscribed and sworn to before me this _____
day of _____, 2010,

Authorized Signature

Notary Signature & Seal

Name & Title

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

The contractor and the West New York Board of Education (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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Authorized Signature

Date

Name & Title

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|--|--|
| <input type="checkbox"/> <u>Corporation--</u>
<input type="checkbox"/> <u>Partnership--</u>
<input type="checkbox"/> <u>Sole Proprietorship--</u>
<input type="checkbox"/> <u>Sub Chapter S Corp.--</u> | <input type="checkbox"/> <u>Limited Partnership--</u>
<input type="checkbox"/> <u>Limited Liability Corp.--</u>
<input type="checkbox"/> <u>Limited Liability Partnership--</u>
<input type="checkbox"/> Other- _____ |
|--|--|

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH PROPOSAL. In the event that there are no persons who own ten percent or more of the stock or ownership of the vendor, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ **Date** _____

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized as a

_____.

Names of Principals

Title

 Authorized Signature

 Name & Title

Subscribed and sworn before me this _____ day of _____, 2010

 Notary Public Signature & Seal

West New York Board of Education
 6028 Broadway
 West New York, New Jersey 07203

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, 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, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

P.L. 2005, c.271

b. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a 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; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a 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, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

P.L. 2005, c.271

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a 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; and

"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.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.