

**BOROUGH OF KEYPORT
REQUEST FOR PROPOSALS**

FOR PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS

Notice is hereby given that sealed proposals for professional services in accordance with N.J.S.A. 19:44A-24, *et seq.*, and P.L. 2005 c.271, will be received by the Borough Clerk of the Borough of Keyport on Thursday, December 17, 2020, at 11:30 a.m., at which time the sealed proposals will be opened and recorded at the Borough Hall, 70 West Front Street, Keyport, New Jersey, by the Borough Clerk.

Proposals for the following professional services will be accepted:

- Legal Services – Borough Attorney**
- Legal Services – Bond Counsel**
- Legal Services – Special Litigation Counsel**
- Legal Services – Tax Counsel**
- Legal Services – General Legal Matters**
- Legal Services – Labor Counsel**
- Legal Services – Redevelopment Counsel**
- Legal Services – Relief/Conflict Prosecutor**
- Engineering Services – Borough Engineer**
- Engineering Services – Consulting and General Engineering Services**
- Engineering Services – Marine and Coastal Engineering**
- Engineering Services – Licensed Land Surveyor**
- Planning Services – Redevelopment and Special Projects**
- Auditing Services – Auditor**
- Consulting Services – Licensed Site Remediation Professional (LSRP)**
- Consulting Services – Licensed Real Estate Appraiser**
- Consulting Services – Financial Advisor**
- Consulting Services – Wireless Telecommunications**
- Insurance Services – Risk Management Consultant**
- Professional Services – Grant Writer**
- Medical Services – Borough Physician**
- Animal Control Services**

Each sealed proposal to be considered shall include one (1) original and nine (9) hard copies, as well as one (1) copy (PDF format) on a flash-drive, and shall provide hourly rates, and/or other terms and conditions, and the qualifications. If applying for more than one position on this Request for Proposals, only one set of nine (9) copies as well as one (1) flash-drive are required to be submitted, however, all positions must be noted on the sealed submission. The sealed proposal shall comport to the criteria set forth in this specification packet. The Borough shall thereafter publicly select the professional or business entity for the position so advertised, which shall thereafter be confirmed or approved as required by law.

MICHELE CLARK, RMC
Borough Clerk

REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES FOR THE YEAR 2021
UNDER A FAIR AND OPEN PROCESS

- **Legal Services – Borough Attorney**
- **Legal Services – Bond Counsel**
- **Legal Services – Special Litigation Counsel**
- **Legal Services – Tax Counsel**
- **Legal Services – General Legal Matters**
- **Legal Services – Labor Counsel**
- **Legal Services – Redevelopment Counsel**
- **Legal Services – Relief/Conflict Prosecutor**
- **Engineering Services – Borough Engineer**
- **Engineering Services – Consulting and General Engineering Services**
- **Engineering Services – Marine and Coastal Engineering**
- **Engineering Services – Licensed Land Surveyor**
- **Planning Services – Redevelopment and Special Projects**
- **Auditing Services – Auditor**
- **Consulting Services – Licensed Site Remediation Professional (LSRP)**
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- **Consulting Services – Wireless Telecommunications**
- **Insurance Services – Risk Management Consultant**
- **Professional Services – Grant Writer**
- **Medical Services – Borough Physician**
- **Animal Control Services**

BOROUGH OF KEYPORT
70 WEST FRONT STREET
P.O. BOX 60
KEYPORT, NJ 07735

Proposal acceptance & opening date:
Thursday, December 17, 2020 at 11:30 A.M.

INFORMATION TO RESPONDENTS

Sealed proposals shall be received as required by law, a copy of said notice being attached hereto and made part of these specifications.

Submission of Proposals

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, his address and the name of the professional service for which the proposal is submitted. Bids must be addressed to the attention of:

Michele Clark, RMC
Borough Clerk
BOROUGH OF KEYPORT
70 WEST FRONT STREET
P.O. BOX 60
KEYPORT, NJ 07735

All Proposals shall include the following fully completed and executed documents: Non-Collusion Affidavit, Affirmative Action Compliance Statement, American with Disabilities Acknowledgment Statement, Stockholder Disclosure Certification, and New Jersey Business Registration Certificate.

Proposals Forwarded through the Mail must contain the following statement on the envelope:

**“SEALED PROPOSAL FOR *{position responding to...}* –
SHALL NOT BE OPENED UNTIL THURSDAY, DECEMBER 17, 2020”**

The Borough will not assume responsibility for proposals not delivered in person to the Borough Clerk prior to the opening.

Receipt of Proposals

All proposals must be received before the time and date specified in the Notice for Qualifications for Professional Services. No proposal will be received after the specified time.

Reservations

The Borough Council reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the Borough Council deems will best serve the interest of the Borough.

Questions regarding this Request for Proposals may be directed in writing to:

- Jay Delaney, Borough Administrator at administrator@keyportonline.com or
- Michele Clark, Borough Clerk at mclark@keyportonline.com.

Questions and answers will be posted on the Borough website: www.keyportonline.com

Request for Proposal for Professional Services

Purpose:

The following procedures are designed to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

Scope of Services:

Any persons or firms interested in providing professional services to the Borough of Keyport ("Borough") as defined in the New Jersey Statutes, *N.J.S.A. 40A:11-2(6)*.

1. **Appointment.** Shall be appointed by the Borough Council (hereinafter "Council") by a majority vote of a quorum of its members and shall serve from the time of appointment for a term of one (1) year and/or until his successor has been appointed and qualified. Shall be appointed in a manner consistent with the Local Public Contracts Law and shall receive such compensation as shall be agreed upon by the Council of the Borough.
2. **Duties.** The Borough of Keyport is seeking proposals to retain the services of an experienced professional qualified to do business in the State of New Jersey. The professional will be responsible for advising the Borough and providing certain services as described herein.

When requested, the professional service provider shall work with the Chief Financial Officer, the Borough Administrator, the Borough Attorney, other Borough staff and the Borough's Bond Counsel in advising the Borough and the Borough Council on municipal matters as described herein.

3. Mandatory Minimum Requirements

- A. Must have a minimum of fifteen (15) years' experience and a minimum of ten (10) years' experience servicing governmental entities within the State of New Jersey.
- B. Must maintain a current principal office within the State of New Jersey.
- C. Must describe any special services available to municipal clients.
- D. Must list all past and present clients that were municipal entities and describe those services of interest to a government client.

4. **Residence.** Need not be a resident of the Borough.

Applicants'/Proposers' Responsibility in Responding to Borough's Request For Proposals for Professional Services

The applicant/proposer shall in response to the Borough's Request for Proposal, at a minimum, include the following information:

1. Qualification requirements to compete for the needed service or activity as set forth in the "duties and responsibilities" of the position defined in the Borough's Request for Proposal. Qualifications, at a minimum, shall include requirements defined as follows:
 - A. Full name and business address.
 - B. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for Proposal.
 - C. Dates of licensure in the State of New Jersey and any other state as to the professional discipline requested to serve the needs of the Borough.
 - D. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any offices held.
 - E. The number of licensed professionals employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the Borough. A description of each individual's qualifications, including education, licensure and years of professional experience.
 - F. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.
 - G. Proposed cost of the service(s) or activities, **including the hourly rate** of individuals who will perform the services or activities. **If proposal is for an annual flat fee, please state so and list all services provided for the annual flat fee.** The proposed cost should include:
 - 1) Meetings.
 - 2) Site visits and expenses.
 - 3) Expenses for travel, postage and telephone excluded from the hourly rate.
 - 4) Additional services defined beyond the scope of regular services.
 - H. **Insurance.** The applicant/proposer, as a member of a profession which is subject to suit for professional malpractice, shall provide documentation that insurance for professional liability/malpractice coverage with limits as to liability acceptable to the Borough.
 - I. **Law Against Discrimination and Affirmative Action.** The applicant/proposer as a "professional" shall file a statement as to compliance with *N.J.S.A. 10:5-1 et seq.* (Laws Against Discrimination) and P.L. 1975, c.127 (Affirmative Action).
2. The applicant/proposer shall submit **one (1) original and nine (9) hard copies, as well as one (1) copy (PDF format) on a flash-drive** for review.

Basis for Award of Contract for Professional Services

The Borough shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references.
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.
4. Cost Competitiveness.
5. The Borough reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.
6. All awards or waivers will be by resolution acted on by the Borough Council at a Borough meeting.
7. All awards are subject to availability of funds.
8. This policy will include, but not be limited to, all of the above listed requirements.

NON-COLLUSION AFFIDAVIT

STATE OF
SS
COUNTY OF _____

I, _____ of

_____ (Name)

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 _____, a _

_____ (Name) (Title, Position, etc.)
in the firm of _____ the bidder

making the proposal to the Borough of Keyport for work under

_____. (Proposal)

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

(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said 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 commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under signature).

Subscribed and Sworn to before me this ___ day of _____, 20___

Notary Public of
My Commission Expires _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 for the 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 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 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 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:

- a. Letter of Federal Affirmative Action Plan
Approval Certificate of Employee
Information Report Employee
Information Report Form AA302
2. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature, Title & Date

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Borough of Keyport (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signature, Title & Date

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Submission

NAME OF BUSINESS _____

Check one:

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.

Indicate the type of business organization:

- | | | |
|--------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Subchapter S Corporation | |
| <input type="checkbox"/> Non-Profit Corporation | | |

This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Signature _____ Date _____

Printed Name & Title _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name:	Relationship to Proposer:
Description of Activities:	
Duration of Engagement:	Anticipated Cessation Date:
Proposer Contact Name:	Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the municipality is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the municipality to notify the municipality in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____ Signature: _____

Title: _____ Date: _____

PAY-TO-PLAY CERTIFICATION

BOROUGH OF KEYPORT ORDINANCE #24-08 (PAY-TO-PLAY ORDINANCE)

AN ORDINANCE OF THE BOROUGH OF KEYPORT REGULATING THE AWARD OF CONTRACTS

WHEREAS, The Borough of Keyport regularly needs to procure professional services from professional business entities, and

WHEREAS, professional services are excepted from the Local Public Contracts Law requirements for competitive bidding, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)*; and

WHEREAS, as a result of professional services being exempt from the competitive bidding requirements of the Local Public Contracts Law, there is a legitimate concern among residents and taxpayers that the awarding of professional service contracts may be influenced by political campaign contributions, thereby calling into question their trust in the process of local government, if not the quality or cost of professional services received, and

WHEREAS, pursuant to P.L. 2005, c.271, a municipality is authorized to adopt by ordinance regulating the award of public contracts to professionals and professional business entities that have made political campaign contributions and limiting the contributions that the holders of a professional service contract may make during the term of a contract; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-5* and *N.J.S.A. 40:48-2*, municipalities have the right to establish rules and procedures for contracting with professionals and professional business entities,

NOW THEREFORE BE IT ORDAINED by the Mayor and the Borough Council of the Borough of Keyport that it is the policy of the Borough of Keyport to set maximum amounts that professionals and professional business entities may contribute to political parties and political campaign committees beyond which they become ineligible to enter into a public professional service Contract with the Borough of Keyport.

Section 1: Prohibition on Certain Contractors Making Political Campaign Contributions.

Notwithstanding any other provision of the law to the contrary, no Professional or Professional Business Entity (hereinafter collectively referred to as "Professional") that has entered into a contract with the Borough of Keyport for services that are excepted from the Local Public Contracts Law requirements for competitive bidding, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)*, including those awarded pursuant to a "fair and open" process pursuant to *N.J.S.A. 19:44A-20.5* (hereinafter referred to as a "Contract"), may make a contribution of money, or pledge of a contribution, including in-kind contributions, to any candidate for or holder of a Borough of Keyport Public Office that has responsibility for the award of a Contract, or the Campaign Committee of a candidate for or holder of a Borough of Keyport Public Office that has responsibility for the award of a Contract, or to any Borough of Keyport or Monmouth County Political Party Committee, or to any Political Action Committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of public office in the

Borough of Keyport, in excess of the amount specified in Section 3 during the period commencing one (1) calendar year immediately preceding the date of the Contract and ending upon the completion of the Contract.

Section 2: Prohibition on Awarding Certain Contracts to Persons or Entities Making Political Campaign Contributions.

Notwithstanding any other provision of the law to the contrary, the Borough of Keyport or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into a Contract or otherwise agree to procure any goods or services that are excepted from the competitive bidding requirements as set forth in *N.J.S.A. 40A:11-5(1)*, including those awarded pursuant to a "fair and open" process pursuant to *N.J.S.A. 19:44A-20.5*, from any Professional, if that Professional has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to any candidate for or holder of a Borough of Keyport public office that has responsibility for the award of the Contract, or the campaign committee of a candidate for or holder of a Borough of Keyport Public Office, or to any Borough of Keyport or Monmouth County Political Party Committee, or to any Political Action Committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of public office in the Borough of Keyport in excess of the amount specified in Section 3 during the period commencing one (1) calendar year immediately preceding the date of the Contract and ending upon the completion of the Contract.

Section 3: Maximum Permitted Political Campaign Contributions.

A Professional may contribute a maximum of three hundred dollars (\$300) per election cycle (*N.J.S.A. 19:44A-8(d)* & *N.J.S.A. 19:44A-16(f)*), to any candidate for or holder of a Borough of Keyport Public Office that has responsibility for the award of the contract, or the campaign committee of a candidate for or holder of a Borough of Keyport Public Office, or to any Borough of Keyport or Monmouth County political party committee, or to any Political Action Committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of Public Office in the Borough of Keyport. Any group of individuals meeting the definition of Professional under this ordinance, including such principals, partners, and officers of the Professional in the aggregate, may not contribute for any purpose in excess of two thousand five hundred dollars (\$2,500) (*N.J.S.A. 19:44A-8(d)* & *N.J.S.A. 19:44A-16(f)*), to all candidates for or holders of a Borough of Keyport Public Office that has ultimate responsibility for the award of the contract, or the campaign committee of candidates for or holders of a Borough of Keyport public office, or to any Borough of Keyport or Monmouth County political party committee, or to any Political Action Committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of Public Office in the Borough of Keyport, without violating Sections 1 and 2 of this Ordinance.

Section 4: Political Campaign Contributions Made Prior to Effective Date

No contribution of money, or pledge of a contribution, including in-kind contributions made by a Professional to any candidate for or holder of a Borough of Keyport Public Office that has responsibility for the award of the contract, or the campaign committee of a candidate for or holder of a Borough of Keyport Public Office, or to any Borough of Keyport or Monmouth County political party committee, or to any Political Action Committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of Public Office in the Borough of Keyport shall be deemed a violation of this section, nor shall an be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this ordinance.

Section 5: Return of Excess Contributions

Any candidate for or holder of a Borough of Keyport Public Office that has responsibility for the award of the contract, or the campaign committee of a candidate for or holder of a Borough of Keyport Public Office, or to any Borough of Keyport or Monmouth County political party committee, or to any political action committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of Public Office in the Borough of Keyport may cure a violation of Section 1 of this Ordinance, if, within thirty (30) days after the date on which the offending contribution is reported to the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-1 et seq., the Professional notifies the Borough Clerk in writing and diligently seeks and receives reimbursement of a contribution from a candidate for or holder of a Borough of Keyport Public Office, or the campaign committee of a candidate for or holder of a Borough of Keyport Public Office, or to any Borough of Keyport or Monmouth County political party committee, or to any political action committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of Public Office in the Borough of Keyport, referenced in this ordinance.

Section 6: Definitions

- a) For purposes of this ordinance, a "Professional" seeking a public Contract means any individual, including that individual's spouse and any child living at home; any person; firm; corporation; professional corporation; partnership; organization; or association seeking to enter into a Contract for professional services that are excepted from the Local Public Contracts Law requirements for competitive bidding, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)*.
- b) The definition of a Professional all principals, partners or owners who have a one percent (1%) or greater ownership or equity interest in the corporation, organization, association or partnership seeking to enter into a Contract for professional services that are excepted from the Local Public Contracts Law requirements for competitive bidding, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)*, as well as any subsidiaries directly controlled by the Professional.
- c) For purposes of this section, the office that is considered to have responsibility for the award of the Contract shall be:
 - i. The Borough Council (the "Council") of the Borough of Keyport if the Contract requires approval or appropriation from the Council.
 - ii. The Mayor of the Borough of Keyport (the "Mayor"), if the Contract requires approval of the Mayor, or if a public officer who is responsible for the award of the Contract is appointed by the Mayor.

Section 7: Violation and Penalty

- a) It shall be a violation of the terms of the Borough of Keyport Contract for a Professional to:
 - (i) make or solicit a campaign contribution in violation of this ordinance;
 - (ii) knowingly conceal or misrepresent a campaign contribution given or received;
 - (iii) make or solicit campaign contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
 - (iv) make or solicit any campaign contribution on the condition or with the agreement that it will be contributed to a candidate

for or holder of a Borough of Keyport Public Office that has responsibility for the award of the contract, or the campaign committee of a candidate for or holder of a Borough of Keyport Public Office, or to any Borough of Keyport or Monmouth County political party committee, or to any Political Action Committee (PAC) that regularly engages in, or who's majority purpose is the support of candidates for or holders of Public Office in the Borough of Keyport; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any campaign contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this ordinance; (vi) fund campaign contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of campaign contributions to circumvent the intent of this ordinance; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this ordinance.

- b) Any Professional who knowingly and purposefully violates any provision of this ordinance shall be disqualified from eligibility for future Borough of Keyport contracts for a period of four (4) calendar years from the date of the violation.

Section 8. Severability and Effectiveness Clause:

- a) If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.
- b) And any ordinance inconsistent with the terms of this ordinance is hereby repealed to the extent of such inconsistency.
- c) This Ordinance shall become effective on January 1, 2009 subsequent to upon its final passage and publication as required by law.

Introduced: September 2, 2008

Public Hearing: September 16, 2008

Adoption: September 16, 2008

CERTIFICATION

By signature below, the proposer hereby certifies that the firm is in compliance with the Borough's Pay-to-Play Ordinance #24-08 Regulating the Award of Contracts.

Date

Signature & Title