

**TOWNSHIP OF CLARK
REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY AND NETWORK SUPPORT SERVICES**

Introduction

This contract is to furnish and deliver Information Technology and Network Support Services for the Township of Clark through a fair and open process in accordance with NJSA 19:44A-20.5 et seq.

Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of the Request for Proposals (RFP). Together with the other RFP sections, they will apply to the RFP process, the subsequent contract and project production. Any proposed change, modification or exception to these conditions and requirements may be the basis for the Township of Clark hereinafter referred to as Owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Owner, will become part of any contract awarded as a result of this RFP.

Schedule

The dates established for the procurement are:

Release of RFP	November 7, 2023
Proposal Due Date	November 30, 2023
Governing Body Action	December 18, 2023

Proposal Submission Information

Submission Date and Time

Thursday, November 30, 2023, 10:00 am
One (1) original and one (1) copy

Submission at:
Township Clerk's Office, Room 28
Clark Municipal Building
430 Westfield Avenue
Clark, NJ 07066

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the copy.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the Respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After submission date and time specified above, responses must remain firm for a period of sixty (60) days.

Using Department Information

The Using Departments for these services are the Township Council, the Business Administrator, and all other departments and agencies of the Township of Clark.

Township Representative for this RFP

Please direct all questions in writing to:

James F. Ulrich, Business Administrator
Phone 732-388-3600
Fax 732-388-3839
E-mail: ba@ourclark.com

Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, must be received at least ten (10) business days prior to the date fixed for the opening of proposals, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by Addenda no later than seven (7) business days prior to the date fixed for the opening of proposals, posted on the Township of Clark's website, www.ourclark.com. Only comments and questions responded to by formal written Addenda will be binding and shall become part of the Contract Documents. Oral interpretations, statements or clarifications are without legal effect.

Cost Liability and Additional Costs

The Owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Owner shall be limited to the terms and conditions of the Contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Owner, are not to be billed and will not be paid.

Statutory and Other Requirements

Compliance with Laws

The Respondent must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The Respondent shall sign and acknowledge such forms and certificates as may be required by this section.

Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of **N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27** as identified in the documents attached hereto.

Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The Respondent is obligated to comply with the Act and hold the Owner harmless.

Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of 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 (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

NJ Business Registration Certificate

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Respondent prior to the receipt of Proposals; however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

Insurance and Indemnification

If it becomes necessary for the successful Respondent, either as principal or by agent or employee, to enter upon the premises or property of the Owner, the successful Respondent hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries damages or hurt to person or property during the course of the work herein covered and his/her sole responsibility.

The successful Respondent further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The successful Respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

Failure to Enter Contract

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another Respondent.

Commencement of Work

The successful Respondent agrees to commence work after the date of award by the Owner and upon notice from the Using Department.

Termination of Contract

If, through any cause, the successful Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the successful Respondent violates any requirement of the Contract, the Owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the Owner of any obligation for the balances to the successful Respondent of any sum or sums set forth in the Contract.

Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, and the amount claimed for services performed.

The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- Deliverables not complying with the project specification;
- Claims filed or responsible evidence indicating probability of filing claims;
- A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Ownership of Material

The Owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful Respondent for the purpose of assisting the successful Respondent in the performance of this Contract. All such items shall be returned immediately to the Owner at the expiration or termination of the Contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Owner, be disclosed to others or used by the successful Respondent or permitted by the successful Respondent to be used by their parties at any time except in the performance of the resulting Contract.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to this Contract shall belong exclusively to the Owner. All data, reports, computerized information, programs and materials shall be delivered to and become the property of the Owner upon completion of the project. The successful Respondent shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner.

Nature/ Scope of Services – The Township of Clark (Township) hereby solicits Qualification Statements from Respondents who have expertise in providing professional Information Technology and Network Support Services. Respondents must demonstrate that they satisfy all professional requirements and will have the continuing capabilities to perform these services.

The Township will allow prospective vendors to inspect current technology assets, pending availability of Township personnel.

Proposals for technical support should include the following:

A. Servers and Network Devices

General maintenance of servers and all other network devices including switches, hubs, routers and firewalls.

Maintenance of the Township network firewall

- 1) Interface with two ISPs (Comcast and FIOS)
- 2) Provide e-mail spam services (Assist in procurement of e-mail spam services, If necessary)
- 3) Supply patches, services packs, security and operating system updates as required.
- 4) Review of event logs and other indicators for maintenance troubleshooting.
- 5) Server systems administration, including:
 - a) Hardware/software maintenance, timely failure resolution according to defined support process.
 - b) Assist with backup server data and on-demand restoration services.
 - c) Monitor access to server resources and security violations and monitoring.
 - d) Implement regular upgrades/patches to ensure servers are up to date.
 - e) Rapid emergency support in the event of a server failure.
- 6) Develop and maintain documentation of the Township network.
- 7) Coordinate as needed with third-party vendors for various custom software applications used by various Township departments.

B. Local Area Network Services

- 1) Act as Network Administrator, providing upgrades, patches, anti-virus maintenance, error logs, system purges, print queues, drivers, user groups and file access. Must provide a workable backup system and train personnel to maintain.
- 2) Provide emergency support in the event of a network outage.
- 3) Assist with performing security/response management, including passwords, groups, and file/directory access. Must provide and enforce a schedule for changing passwords.
- 4) Provide guidance for and advice for planning upgrades in both hardware and software.

C. Workstation Maintenance

- 1) Provide support for workstation or software installation problems on an as-needed basis.
- 2) Provide support for printer problems on an as-needed basis.
- 3) Provide guidance for planning upgrades in both hardware and software.
- 4) Maintain an inventory of all hardware and software.
- 5) Managed computers receive regular operating system and security updates from Microsoft and Apple.

D. Equipment Covered

- 1) 39 Workstations
- 2) 6 Laptops
- 3) 7 iPads
- 4) 1 Servers
- 5) 24 Standalone Printers
- 6) 1 Firewalls
- 7) 7 Network printer / copy / fax machines (programming and network management only)

E. Additional Projects

- 1) Provide as an option a backup server for the existing Township servers that can be used for business continuity purposes in the event that the Township's servers are unusable due to a disaster.
- 2) Provide guidance for planning major upgrades and assist with budget estimates in accordance with Township's ongoing IT needs. As requested, assist in developing Township's capital improvement plan for technology.
- 3) Provide guidance in acquisition of computer hardware, software and services as needed by the Township. The township will acquire hardware and software through state approved vendors.
- 4) Provide the township with a plan to migrate from a local server to cloud storage, inclusive of personal, shared and data driven (fax etc.) servers.
- 5) Work with the Townships Joint Insurance Fund vendor to coordinate phishing testing and network monitoring.
- 6) Track and plan for remediation of any hardware and software end-of-life upgrades.
- 7) Support for computer warranty repairs includes equipment pickup, shipping, tracking, and return. Completion of repairs is verified.

F. Helpdesk Hours 8:30 AM through 6:00 PM Eastern Monday through Friday

G. After Hours Helpdesk 6:01 PM through 8:29 AM Eastern Monday, through Friday and all-day Saturday and Sunday.

Proposal Requirements

Pricing Proposal Matrix

Service	Monthly		
A through F above	Cost		
Additional charge for below not included in D:			
PC / Laptop			
Printer			
	Cost	Hourly or fixed Price	Minimum Hours
After Hours Help Desk (G Above)		H F	
Desktop / Laptop Deployment		H F	
Hourly rate for non-covered services		Hourly	

Service Level

	Response Time in Hours
Critical Outage (network unavailable or large number of users/functions unavailable)	
Non-Critical Outage (business can function with the issue)	

Qualification Statement

A statement is to be provided by the Respondent who will serve as primary contractor. The statement shall set forth brief details of the firm’s principal activities and the firm’s location. Please provide a list of clients for whom similar services have been provided. Include the following in your response.

Key Personnel Information

The Respondent shall provide the identity and the credentials of the principals and other key personnel working for the Respondent and their areas of responsibility.

Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Mandatory Equal Employment Opportunity Language (signature required)
5. Acknowledgement of Receipt of Addenda

Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this Contract.

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Owner will either award the contract within the applicable time period or reject all proposals. The Owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

Rejection of Proposals

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

Evaluation Process

An evaluation team, consisting of the Business Administrator and the Chief Financial Officer will review all proposals to determine if they satisfy the RFP requirements, to determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The most advantageous proposal, based on price and other factors as detailed in the evaluation criteria, will then be recommended to the governing body or appointing authority for award of contract.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent.

Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

Knowledge and Technical Competence

This includes the ability of the Respondent to perform all of the tasks and fulfill adequately the stated requirements, in addition to knowledge of the Township of Clark.

Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The Respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, Respondents shall provide personnel qualifications in the proposal.

Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the Respondent's ability to accomplish these tasks as stated.

Payment

Payment will be made on presentation of Owner's voucher duly signed and executed.

Terms of the Contract – January 1, 2024 -December 31, 2024, with an additional 1-year option at the sole discretion of the Township with 90 days' notice.

Notice of Award

The successful Respondent will be notified of the award of Contract upon a favorable decision by the appointing authority.

Contracts for award of "Fair and Open" procurements for Information Technology and Network Support Services will be prepared through the office of the Business Administrator.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements

Scope of Work

Proposal Pricing Matrix

Service Level Matrix

Qualification Statement

References

Evaluation Criteria

Acknowledgement of Receipt of Addenda

Non-Collusion Affidavit

Stockholder Disclosure

Mandatory Equal Employment Opportunity Language

Americans with Disabilities Act Mandatory Language

Business Registration Certificate

**Acknowledgement of Receipt of Addenda
(if necessary)**

The undersigned respondent hereby acknowledges receipt of the following Addenda:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

Signed: _____
Title: _____
Printed Name: _____
Date: _____
Company: _____

Posting will be on Internet

To Township of Clark:

The undersigned declares that he/she has read the Request for Proposal attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services as set forth herein.

Company Name: _____

Federal I.D. or Social Security #: _____

Address: _____

Signature of Authorized Agent: _____

Type or Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
)SS:
COUNTY OF)

I, _____ of the city of _____
_____ in the County of _____ and
the State of _____ of full age, being duly sworn according to law on

My oath deposes and says that:

I am

Of the firm of

The Respondent making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said Respondent 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 Township of Clark relies upon the truth of 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 bonafide employees or bonafide established commercial or selling agencies maintained by

_____ (NJSA 52:34-15)
(Name of Contractor)

(Also type or print name of Affiant under signature)

Subscribed and sworn to
Before me this _____
Day of _____, 2023

Notary Public
My Commission Expires

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV Certification

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

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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.**

COMPANY NAME: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: A CONTRACTOR MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF **N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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 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, not preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.