

## **REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Chesterfield Township Clerk's Office, 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, on Thursday, January 17, 2019 at 9:30 a.m. prevailing time at which time and place proposals will be opened and read in public for:

### **Emergency Medical Services for Chesterfield Township**

Proposal Requirements and other information may be obtained at the Chesterfield Township Clerk's Office, 295 Bordentown-Chesterfield Road, Chesterfield, NJ 08515, during regular business hours, Monday thru Friday, 8:30 a.m. to 4:00 p.m. or via email by submitting Business name, Contact Name, Contact Phone, Fax, Mailing Address and Email Address to [caryn@chesterfieldtwp.com](mailto:caryn@chesterfieldtwp.com).

Submissions are required to comply with the competitive contracting requirements the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 through 4.5, N.J.S.A. § 10:5-31 and N.J.A.C. § 17:27 et seq. and all rules and regulations promulgated thereto.

Caryn M. Hoyer, RMC  
Township Clerk

Publication date: December 24, 2018

## **PROPOSAL REQUIREMENTS**

### **INTENT OF THE SPECIFICATIONS**

Chesterfield Township is seeking proposals from qualified bidders to provide staffing and supervision for Emergency Medical Services. To obtain the most acceptable EMS provider, these specifications cover the minimum requirements as to the qualifications, background and the minimum level of acceptable experience anticipated from a vendor.

Qualified bidders should review the following specifications carefully and submit proposals by January 17, 2019 at 9:30 a.m. at the following location:

**CARYN M. HOYER, RMC  
TOWNSHIP CLERK  
295 BORDENTOWN-CHESTERFIELD ROAD  
CHESTERFIELD, NEW JERSEY 08515**

All Bidders shall conform to the most current standards and requirements set forth by the Centers for Medicare and Medicaid Services (CMS) and the Health Information and Portability and accountability Act (HIPAA) where applicable.

Bidders shall point out any discrepancies in the document that depart from Federal or State government requirements or discrepancies that they feel will be detrimental to Chesterfield Township.

**General Conditions:**

1. Chesterfield Township reserves the right to accept or reject any, and/or all proposals, wholly or in part, and/or to waive formalities if it is considered in the best interest of Chesterfield Township to do so.
2. As used in this bid specification, the terms "contractor," "bidder," and "vendor" shall be synonymous.
3. The term of this contract is for up to five (5) years commencing on or about June 1, 2014 and terminating on May 31, 2019. The initial term shall be for one (1) year commencing on or about June 1, 2014 to May 31, 2015, with options, at the consent of both parties, to renew for an additional two (2) years from June 1, 2015 to May 31, 2017 and for an additional two (2) years from June 1, 2017 to May 31, 2019.
4. Each bidder is required to provide a complete and accurate description of its own services. Each respondent shall provide a detailed description of the services provided and which they propose to use/furnish to meet the Township's needs.
5. Vendor Liabilities: The bidder receiving the award, shall defend any and all suits and assume all liability for any and all claims made against Chesterfield Township or any of its officials for the use of any patented processes, devices, or articles utilized in fulfilling the proposal requirements.
6. All material used shall be of the best quality of their respective kinds. All work performed shall be in the most skillful manner. Materials used and work performed shall, in every respect, meet the complete satisfaction of Chesterfield Township. Chesterfield Township will be solely responsible for determining the "Quality of Service" provided or remedy for deficient work.
7. Each bidder shall submit a subcontractor certification and copies of all backup policies, relationships, and subcontractor agreements for equipment, materials, software and hardware utilized in fulfilling this contract.
8. It shall be noted that Chesterfield Township is seeking a service that closely matches the attached specifications. Extensive time has been put into preparing the attached specifications as they relate to the needs of Chesterfield Township.
9. Specifications contained herein are considered minimum.
10. Any exceptions, variations, deviation and clarifications to these specifications must be set forth on an attached sheet entitled "**EXCEPTIONS TO THE SPECIFICATIONS**" and made part of the proposal. They should include the page number and description as they are referred to in the proposal specifications. Chesterfield Township reserves the right to accept or reject each exception taken as it applies to specified item(s).

11. Representatives of Chesterfield Township may elect to travel to the selected bidders office to verify the information set forth in any bidders response to the bid submission.
12. The bidder shall carry liability insurance naming the Township as an additional insured, in an amount not less than One Million Dollars (\$1,000,000.00) per individual and Two Million Dollars (\$2,000,000.00) in the aggregate for any claim or claims arising out of the vendor's performance or non-performance of its duties and obligations under the contract. The vendor shall provide the Township with a Certificate of Insurance evidencing such coverage during each year of the contract. Such insurance policies shall require thirty (30) day prior written notice of any cancellation or change which would affect the coverage required herein. The Township shall maintain general comprehensive liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for any claim or claims arising out of the Township's performance or non-performance of its duties and obligations under this Agreement. The Township shall provide the successful bidder with a Certificate of Insurance upon request. Any changes or cancellation in coverage shall be noticed to the vendor with prior written notification of thirty (30) days. The vendor agrees to indemnify and hold harmless Chesterfield Township from any claims arising from the actions and/or negligence of the vendor or its employees, agents or servants in connection with the performance of the vendor's duties under this contract.
13. Certificate of Non-Collusion: Each proposal shall include a Certificate of Non-Collusion, signed by the same officer of the respondent who will sign the Contract if awarded.
14. In conformance with the provision of N.J.S.A. § 40A:11-4.5(d):
  - A. If the Bidder is a CORPORATION:
    1. Enclose with the bid the names and addresses of all your stockholders, of any class, who own 10% of more of your stock.
    2. If one or more of such stockholders is itself a corporation, also enclose a list of the names and addresses of the owners of 10% or more of the stock of that corporation, continuing the disclosure until the names and addresses of every non-corporate stockholder exceeding the 10% criteria has been listed.
  - B. If the BIDDER is a PARTNERSHIP:
    1. Enclose with your bid the names and addresses of every partner owning a 10% or greater interest in it.
    2. If any such partner is a corporation, submit the names and addresses of all persons owning 10% or more of the stock of that corporation, continuing the disclosure until the names and addresses of every non-corporate stockholder or individual partner exceeding the 10% has been established.
15. References: Proposals will only be accepted from vendors located in the continental United States who have an established reputation of permanency and reliability in the

field of healthcare/emergency medical services accounts receivable management services. Each respondent shall furnish satisfactory evidence of their ability to provide the services as specified.

16. By submitting the proposal, the Respondent certifies that they fully understand all the requirements included in the proposal terms and specifications, and are fully informed as to the nature, scope, and time frame of the type of service to be provided.

17. AWARD CRITERIA. Chesterfield Township offers this contract pursuant to competitive contracting as permitted by N.J.S.A. § 40A:11-4.1 et seq. Through this process, the Township will have the ability to gauge and rank the totality of the submission rather than relying on exclusivity of price. Therefore, while price continues to be an important factor, the Township shall also consider the following:

**General Criteria:**

- a.) Required document review establishing credible evidence of compliance with State and Federal Regulations
- b.) NJ Business Registration Certificate
- c.) Certificate of Non-Collusion
- d.) Certificate of Insurance
- e.) Subcontractor certification
- f.) Cost

**Technical Criteria:**

- a.) Meets all specified requirements
- b.) Meets all desirable capabilities
- c.) Meets all performance criteria
- d.) Meets all required standards

18. Implementation: All vendors shall be able to assume responsibility for Chesterfield's program on June 1, 2014 and continue to provide services until May 31, 2019, in the event that the Parties mutually exercise the extensions of term as provided above.

19. Vendor shall perform its services in accordance with the Program Summary incorporated herein.

20. Hours of Service. The vendor agrees to provide trained and qualified medical staffing for one (1) vehicle provided by the Township, either directly or through a cooperative agreement with other parties, from the hours of 0600 through 1800 hours (or such other 12-hour timeframe as determined by the parties based upon the needs of the Township for adequate service), seven days per week, 365 days per year. The vendor will also have available a second ambulance available to respond to Chesterfield Township in the event a second emergency. During the hours of 1800 through 0600 the vendor agrees to have available an ambulance available upon request by Chesterfield Township Emergency Squad (CTES) to respond to assist or in place of CTES.

21. Coverage. The vendor agrees to have available during the times agreed upon, a properly-trained crew to operate the ambulance provided by the Township to respond to the Township's emergency medical service calls within 2 minutes of dispatch 90% of the time. The second ambulance and time period of 1800-0600 shall respond within 5 minutes of dispatch 90% of the time.
22. Agency Licensure. The vendor shall in accordance with N.J.A.C. 8:40 be licensed as a Basic Life Support provider able to provide emergency response.
23. Employee Licensure and Certification. The vendor will be responsible to ensure its employees maintain appropriate license and certification and meet the requirements of all applicable Federal, State, and local laws, regulations, licensure, and certification standards for the operation of ambulances and emergency medical services.
24. Vehicle Operations. All ambulance operators will possess a valid driver's license, be at least 21 years of age, and satisfy all other reasonable conditions mutually acceptable to the vendor and the Township.
25. Staff and Personnel. All ambulances will be staffed with a minimum of two (2) personnel who will, at least, be certified to the level of EMT-Basic as set forth in N.J.A.C. 8:40A and will be familiar with the geography and route of the region.
26. Supervision. The vendor shall supply a supervisor to oversee the daily operations of the staff and personnel. The supervisor shall be certified as an EMT-Paramedic as set forth in N.J.A.C 8:41A, with a minimum of 5 years experience.
27. Medical Director. The vendor shall supply a physician responsible for the medical oversight of the operations of a basic life support ambulance service that provides emergency response. The specific criteria required of a medical director are set forth at N.J.A.C. 8:40-6.15.
28. Appearance. All personnel shall be groomed and neatly dresses in an agreed upon, recognizable uniform, supplied by the vendor, with an ID badge visible, and will perform their duties in a professional, courteous and caring manner.
29. Infection Control Management. The vendor shall be responsible to comply with all standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.
30. Non-Discrimination. The vendor agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or disability; and agrees to render treatment and care to all persons in the same manner.
31. Quality Assurance. The vendor agrees to conduct ongoing audits of the service rendered to residents of the municipality. The vendor shall have in place a formal process to monitor

items such as response time and medical care by a Quality Assurance Specialist with oversight by a Physician Medical Director as set forth in N.J.A.C. 8:40-6.15.

30. Complaints. The vendor will respond to any complaints made against it within a time frame acceptable to both parties. The vendor will respond to the Township in a prompt manner and will list the nature of the complaint and its investigative findings.
31. Payment. The Township will compensate the vendor for the figures identified in the successful vendor's proposals on a quarterly basis. Said figures provided by the vendor shall include actual operations costs, personnel costs, fringe benefit costs.

*INQUIRIES*

**Any inquiries regarding this proposal may be made to:**

**Name of Purchaser:**           **Chesterfield Township**  
  **295 Bordentown-Chesterfield Road**  
  **Chesterfield, New Jersey 08515**

**Contact Person:**               **Caryn M. Hoyer, Township Clerk**

**Phone Number:**               **609-298-2311**

**Fax Number:**                   **609-298-0469**

**E-Mail:**                           **caryn@chesterfieldtwp.com**



**PROPOSAL FORM  
EMERGENCY MEDICAL SERVICES**

The undersigned proposes to furnish and deliver Daytime Emergency Medical Services pursuant to the bid specification made part hereof:

For the ease of reviewing prices, the following page must be filled out in its entirety and submitted at the front of the proposal package. If this page is not included, the proposal will be automatically rejected.

**Pricing**

1. Years 1 -6/1/019- 5/31/20 (in words)      \$ \_\_\_\_\_

And in dollars      \$ \_\_\_\_\_

2. Years 2&3 - 6/1/20 – 5/31/22 (in words):      \$ \_\_\_\_\_

And in dollars      \$ \_\_\_\_\_

5. Years 4&5 - 6/1/22 – 5/31/24 (in words):      \$ \_\_\_\_\_

And in dollars      \$ \_\_\_\_\_

WERE ANY EXCEPTIONS TO THE SPECIFICATIONS TAKEN ?      Yes ( )      No ( )

**If "Yes" you must submit a detailed description of the exception.**

**Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Signature:** \_\_\_\_\_

**Chesterfield Township**  
**Emergency Medical Services**

**Primary Office Location**

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

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

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**TOWNSHIP OF CHESTERFIELD  
EMERGENCY MEDICAL SERVICES**

**BID DOCUMENT CHECKLIST**

<b>Submission Requirement</b>	<b>Initial each required entry upon submission</b>
-------------------------------	--

Proposal Form (page 8 and 9 signed)	
Ownership Disclosure Certification (page 4, paragraph 14) (form attached)	
Subcontractor certification (page 3, paragraph 7)(form attached)	
Non-Collusion Affidavit (page 4, paragraph 12) (form attached)	
Demonstration of qualifications (page 3, paragraph 3)	
References (page 5, paragraph 15)	
State of NJ Business Registration Certificate (page 5, paragraph 17(b))	
Mandatory Affirmative Action Language (attached)	
Americans with Disabilities Act of 1990 Language (attached)	
Explanation of Exceptions (if "no exceptions" indicated in check-off on page 8, then explanation need not be submitted.)	

**TOWNSHIP OF CHESTERFIELD  
EMERGENCY MEDICAL SERVICES  
PROGRAM SUMMARY**

1. Introduction and Background

- A. Chesterfield Township, in cooperation with the Chesterfield Township Emergency Squad, is supplementing the volunteer services with paid Emergency Medical Technicians.
- B. The paid EMTs will provide service to the Township during the daytime hours described in the bid specification. During the remaining hours, service will continue to be provided by the Volunteer Squad. In the event the volunteer services are reduced, the Township reserves the right to negotiate with the vendor to assume additional hours at appropriate compensation.
- C. The paid EMTs will be assigned to and work out of a facility provided by the Township. It is the intention of the Township to consider bids submitted where the bidder uses the Township's emergency medical vehicles and equipment.

2. Program Requirements

- A. The Township shall require the following:
  - 1. EMT Certified employees, whether part-time or full-time to provide services during hours specified.
  - 2. Upon approval, supplies and equipment will be supplied by the Township.
  - 3. The company contracted to provide the EMTs will be responsible for administering all aspects of payroll and benefits and related administrative functions as described in detail in Section 3.
  - 4. All EMTs provided by the company must be fully familiar with the streets and roads of Chesterfield Township to facilitate response to emergency calls.
  - 5. The Contractor will supply the EMTs an up-to-date, written copy of protocols. These protocols will address, as a minimum, the following:
    - a. EMT protocols that may be different than the state and/or county protocols.
    - b. Dispatch protocols – response to calls outside of the "service area."
    - c. Administrative protocols.

- d. Duties to be performed when not on a call. Examples: rig maintenance, record keeping, identifying stock requirements, building maintenance.
- e. Rules and regulations regarding the use of the Squad buildings, equipment, supplies and services.
- f. Any other special work assignments or regulations/rules.

### 3. Detailed Requirements

#### A. Contracting Company

##### 1. Eligibility Requirements: to be eligible for submitting a bid, the contracting company must meet the following requirements:

- a. Must be an established business or not-for-profit entity and not formed for the purposes of this contract. EMS must be entities first priority.
- b. Must demonstrate the existing capability of providing the required benefits to the Paid EMTs.
- c. Must demonstrate the existing capabilities and infrastructure necessary to provide the required payroll services.
- d. Must demonstrate the capability and infrastructure necessary to ensure that the Paid EMTs meet the minimum requirements of the State of New Jersey and the requirements of the Squads.
- e. Must be capable of posting the appropriate performance bond.

##### 2. Specific requirements.

- a. Benefits for EMTs to be provided by contracting company must be in accordance with the pay structure and benefit plan to all EMT employees of bidder.
- b. Payroll Administration: All aspects of the payroll administration will be the obligation of the contracting company, and shall include compliance with all requirements of Federal and State law.

##### 3. Paid EMTs Work Schedule.

- a. Seven days per week, 365 days per year, 0600 hours through 1800 hours, or such other 12-hour shift that serves the response needs of the Township as determined by the Parties.
- b. In the event of sickness, or vacation, the part-time employees will be utilized to provide coverage.

4. Period of Performance.

- a. The contract between the Township and the contracting company is valid for at least one year and up to a period of up to five (5) years commencing June 1, 2014. If, in the complete discretion of the Township it is determined that the performance of the company is not satisfactory the Township may terminate this Agreement upon 30 days notice to the company.

**OWNERSHIP DISCLOSURE CERTIFICATE**

The undersigned hereby certifies that

\_\_\_\_\_ (BIDDER)

\_\_\_\_\_ (ADDRESS)

\_\_\_\_\_

is a partnership/corporation (*cross out one*) under the laws of the State of \_\_\_\_\_  
and that the following person(s) own 10% or more of such partnership/corporation (*cross out one*).

	NAME	ADDRESS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(TITLE)

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of \_\_\_\_\_, and State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(NAME)

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 Township relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for 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 of understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by \_\_\_\_\_ (Name of Contractor) (N.J.S.A. § 52:34-15).

\_\_\_\_\_  
*Print name of affiant under signature*

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

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_



**SUBCONTRACTOR CERTIFICATION FORM**

If awarded the Contract, the undersigned bidder will enter into subcontracts with the following Subcontractors. For each subcontractor list, a valid Business Registration Certificate must also be submitted.

Contractor	Address	Purpose for Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
*(TITLE)*

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ON PROCUREMENT AND SERVICE CONTRACTS**

Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, MUST be submitted with the Bid Proposal:

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Chesterfield.
    - (A) An existing federally approved or sanctioned affirmative action program.
    - (B) A Certificate of Employee Information Report Approval.
    - (C) If the Contractor cannot present "A" or "B", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the successful bidder by the Township of Chesterfield.
- 

The following questions must be answered by all Contractors.

- 1. Do you have a federally approved or sanctioned Affirmative Action Program?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  - (A) If yes, please submit a photocopy of such certificate.
- 2. Do you have a State Certificate of Employee Information Report approval?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  - (A) If yes, please submit a photocopy of such certificate.
- 3. Have you completed Employees Information Report (Form AA302)?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  - (A) If yes, please submit appropriate copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

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

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

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

**NOTE:** A Contractor's contract must be rejected as nonresponsive if a contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

**MANDATORY AFFIRMATIVE ACTION LANGUAGE  
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS  
P.L. 1975, c. 127 (N.J.A.C. 17:27)  
EXHIBIT A**

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, sex, 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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 a 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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. S 12 101 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 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 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 proceedings 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.