

REQUEST FOR QUALIFICATIONS

FOR THE PROVISION OF LEGAL SERVICES – PLANNING BOARD ATTORNEY

ISSUE DATE: 12/05/2025

DUE DATE: 12/22/2025

Issued by:

Township of South Brunswick

SECTION 1 INTRODUCTION

The Township is soliciting Proposals and Qualification Statements for the provision of professional services, as more particularly described herein. Persons and/or firms interested in assisting the Township with the provision of such services must prepare and submit a Proposal and Qualification Statement in accordance with the procedure and schedule in this RFQ. The Township intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) the terms and conditions determined by the Township to provide the greatest benefit to the taxpayers of South Brunswick.

SECTION 2 SCOPE OF SERVICES

It is the intent of the Township to solicit Qualification Statements from Respondents that have expertise in the provision of Planning Board Attorney, to represent the South Brunswick Planning Board at all Board hearings, prepare resolutions and correspondence, respond to inquiries and communications between Board members and staff professionals, conduct a seminar for Board members on Land Use issues and procedures, attend meetings of the Planning Board and meetings with Planning Staff, developers and/or professionals as needed, and such other matters as may be directed. The Qualified Respondent shall also represent the South Brunswick Planning Board in all litigation matters related to or arising out of applications for development and other matters as may be directed by the Planning Board.

SECTION 3 GENERAL INFORMATION

3.1. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* The selection is, however, subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.* The Township has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Proposal and Qualification Statement in response to the RFQ.

Proposals and Qualification Statements will be reviewed and evaluated by the Township to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Township will (in its sole judgment) determine which Respondent is best qualified to perform the services.

All communications concerning this RFQ or the RFQ process shall be directed in writing to the Township Manager.

Proposals and Qualification Statements must be submitted to, and be received by, the Township, via mail or hand delivery, by 2:00 p.m. Prevailing Time on the date due. Proposals and Qualification Statements will not be accepted by facsimile transmission or e-mail.

ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Qualification	12/05/2025
2. Receipt of Proposals and Qualification Statements	12/22/2025
3. Anticipated Designation of Qualified Respondent	01/07/2026

3.2. Conditions Applicable to RFQ.

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The Township reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.

- The Township reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- No Proposals or Qualification Statements shall be returned.
- All Proposals and Qualification Statements will be made available to the public at the appropriate time, as determined by the Township (in the exercise of its sole discretion) in accordance with law.
- The Township may request Respondents to send representatives to the Township for interviews.
- Any and all Proposals and Qualification Statements not received by the Township by 2:00 p.m. Prevailing Time on the date due will be rejected.
- Neither the Township, nor their respective staff, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal and Qualification Statement.
- The Township may waive any technical non-conformance with the terms of this RFQ.
- The Township may suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the Township may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- By submitting a response to this RFQ, the Respondent certifies, under penalty of perjury, that it has not made a political campaign contribution in violation of South Brunswick Code Article XIV or State law, and acknowledges that it has a continuing duty to report any such violation that may occur during the solicitation process and duration of any contract that may be awarded to it. Any Respondent found to knowingly violate the South Brunswick Code or State law, or knowingly fail to reveal or misrepresent a contribution in excess of the limits set forth in the South Brunswick Code or State law, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of any contribution, shall be considered to be in breach of the

terms of any agreement or contract with the Township that may then be in effect and shall be subject to the penalties prescribed by law.

3.3. Submission of Qualification Statements.

Respondents must submit **one (1) unbound copy** of their Proposal and Qualification Statement to:

Bryan Bidlack
Township Manager
Township of South Brunswick
540 Ridge Road
Monmouth Junction, NJ 08852

SECTION 4 SUBMISSION REQUIREMENTS

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:
 - a. Description and scope of work by Respondent
 - b. Name, address and contact information of references
 - c. Explanation of perceived relevance of the experience to the RFQ
2. Describe the services that Respondent would perform directly and those portions, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
3. Brief description of Respondent's largest, smallest and a mid-sized project during the last three (3) years.
4. Resumes of key employees.
5. A narrative statement of the Respondent's understanding of the Township's needs and goals.
6. List all immediate relatives of Principal(s) of Respondent who are Township employees or elected officials of the Township. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

7. Any judgments, claims or suits pending or outstanding against company. If yes, please explain.
8. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. Please submit a list of political contributions that are reportable pursuant to the provisions of N.J.S.A. 19:44A-1, et seq., that were made during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution.

SECTION 5 EVALUATION

The Township's objective in soliciting Proposals and Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the citizens of South Brunswick. The Township will consider Proposals and Qualification Statements only from firms or organizations that, in the Township's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Township in the manner described in this RFQ.

Proposals and Qualification Statements will be evaluated by the Township on the basis of the most advantageous, cost and all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the Township and the subject matter addressed under the contract;
3. Availability to accommodate the required meetings of the Township;
4. Availability to meet timeframes for completion of projects or services as set by the Township Manager; and
5. Cost of the proposal.

SECTION 6 PAYMENT CONDITIONS AND RATE SCHEDULE

1. All services outlined shall be billed monthly against an annual retainer not to exceed \$10,000, subject to this amount being appropriated for these services in the adopted municipal budget. The handling of litigation matters is subject to the authorization of the Planning Board on a case by case basis, and shall be paid at the standard litigation rate. No compensation will be paid for travel time.

2. Vouchers or invoices may be rendered monthly for services performed.

3. Respondent shall submit a rate schedule for consideration.

APPENDIX A

Documents that are required Prior to a Contract Execution

Checklist for
Items that will
be required

1	BUSINESS ENTITY DISCLOSURE CERTIFICATION Required Pursuant To N.J.S.A. 19:44A-20.8	
2	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue)	
3	Required Insurance Documentation	
4	Submission of a Non-Collusion Affidavit	
5	Mandatory Affirmative Action Language	
6	Mandatory American Disabilities Act Language	

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____, has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the Effective Date of this contract, to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the ***Township of South Brunswick*** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mayor Charlie Carley	Councilwoman Ann Grover
Deputy Mayor Kenneth Bierman	Councilwoman Jo Hochman
Councilwoman Patti Germain	

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____ Title: _____ Printed

Name of Affiant : _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 20__.

(Witnessed or attested by)

My Commission expires:

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

New Jersey Business Registration Certificate Requirements

Required pursuant to N.J.S.A. 52:32-44 et al.

The contractor shall provide a Business Registration Certificate for itself and written notice to its subcontractors of the responsibility to submit proof of their own business registration to the contractor.

Before award of the contract by the contracting agency, the contractor shall submit a Business Registration Certificate for itself and an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors will be used.

For the term of the contract, the contractor and each of its affiliates and subcontractors and each of its affiliates [N.J.S.A.52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

AFFIRMATIVE ACTION QUESTIONNAIRE

No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

FILL IN THE APPLICABLE BOX BELOW. IF YOU HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU MUST COMPLETE AND FILE THE AFFIRMATIVE ACTION DOCUMENT PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO THE TOWNSHIP PRIOR TO AWARD.

ALL FIRMS:

☐

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED.(PROOF MUST BE SUBMITTED)

OR

☐

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED.
(COPY OF SAME MUST BE SUBMITTED)

OR

☐

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM.
(SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A CONTRACTOR.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name _____

Signature _____

Title _____

Date _____

CERTIFICATION OF NON-CONFLICT OF INTEREST

In consideration for the contract to be entered between the Township and

_____, I hereby certify that _____
(Individual or Firm) (Individual or Firm)
does not represent another client whose interests are in actual conflict with the Township.

I further certify that, to the best of my knowledge, the representation of other clients of
_____ will not materially limit my representation of the Township.
(Individual or Firm)

During the term of this contract with the Township _____ shall not
(Individual or Firm)
represent any client whose representation materially limits the representation of the

Township or whose interests are in actual conflict with the Township's interests.

The existence of a conflict of interest contrary to the certification above shall be a breach
of the contract. It shall also entitle the Township to expose _____ to any
(Individual or Firm)
penal statutes pertaining to false material certifications.

CONTRACTOR _____
Individual Signature or Firm Name

IF FIRM:

BY _____

TITLE _____

Sworn to and subscribed before me this
day of ____ 20____.

Notary Public

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

Current through October 2018

ADDITIONAL MANDATORY CONTRACT REQUIREMENTS

N.J.S.A. 10:5-31 et seq., (P.L. 1975, C.127) N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality or sex. Except with respects to affectional or sexual orientation and gender identity or expression the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with

N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all 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

Certification of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

MANDATORY INSURANCE REQUIREMENTS

A. General Instructions. (1) The contractor shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the contractor and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the contractor and his subcontractors to the Township within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The contractor and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The contractor and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The contractor shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined

single limit for bodily injury and property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the contractor against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the contractor.

D. Automobile Liability Insurance. The contractor and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence.
Property Damage:	\$500,000 per occurrence.

E. Responsibility of the Contractor. The contractor and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

AMERICANS WITH DISABILITIES ACT COMPLIANCE
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the Township 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 thereunto, are made a part of the contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant of its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP 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 TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP 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 TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.