

**THE TOWNSHIP OF SPRINGFIELD
UNION COUNTY
NEW JERSEY**

REQUEST FOR PROPOSALS

SPECIFICATIONS & GENERAL REQUIREMENTS

FOR

POOL MANAGEMENT, OPERATION AND MAINTENANCE SERVICES

FOR THE SPRINGFIELD COMMUNITY POOL

IN THE TOWNSHIP OF SPRINGFIELD, UNION COUNTY, NEW JERSEY

Proposals Due: December 23, 2021

**TOWNSHIP OF SPRINGFIELD
UNION COUNTY
NEW JERSEY**

SPECIFICATIONS & GENERAL REQUIREMENTS

FOR

**SPRINGFIELD COMMUNITY POOL
POOL MANAGEMENT, OPERATION AND MAINTENANCE SERVICES**

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals:

- “Due Date” refers to the date and time by which Proposals must be received by the Township of Springfield in order to be considered for award of the contract.
- “Pool” refers to the Springfield Community Pool, which is owned by the Township and is located at 44 Morrison Road, Springfield, NJ 07081.
- “Pool Facilities” refers to those grounds and facilities identified or marked on Appendix A to this RFP, which are associated with the Pool.
- “Proposal” refers to a Respondent’s response to this Request for Proposals.
- “Qualified Respondent” refers to those Respondents who (in the sole judgment of the Township of Springfield) have satisfied the requirements set forth in this RFP.
- “RFP” refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- “Respondent(s)” refers to the interested individuals and firms that submit Proposals.
- “Services” refers to those services necessary to ensure the proper management, operation, and maintenance of the Pool and Pool Facilities.
- “Successful Respondent” refers to the Respondent selected by the Township of Springfield and awarded a contract to provide the Services.
- “Township” refers to the Township of Springfield, located in Union County, New Jersey, as well as its officers, elected and appointed officials, employees, and advisors.

SECTION 1
INTRODUCTION AND PROCUREMENT DETAILS

1.1 Introduction and Purpose.

The Township is soliciting Proposals from interested persons and/or entities for the provision of pool management, operation, and maintenance services for the Springfield Community Pool, including certain related recreational facilities and programs, for an initial term of two (2) years, with Respondents invited to include in their Proposals up to three (3) additional one-year extensions, which shall each be considered optional based upon the parties' mutual consent to such extensions at the end of the preceding year.

The Township's Evaluation Committee (hereinafter "Evaluation Committee") will only review Proposals that include all the required information and documentation as described herein, and the evaluation and ranking of Qualified Respondents, in order to recommend the Successful Respondent, will include technical, management, and cost related criteria as set forth herein.

The conditions and requirements are intended to be open and competitive for obtaining adequate participation of Respondents, uniformity in the submission of Proposals and selection of the Successful Respondent from all Qualified Respondents. The Township shall be the sole judge concerning the merits of all Proposals submitted.

1.2 Procurement Process.

The specialized Services which are the subject of this RFP are exempt from public bidding but are subject to, and being procured in accordance with, the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq. This RFP process is being undertaken in accordance with the "New Jersey Local Unit Pay to Play" Law, N.J.S.A. 19:44A-20.4 et seq. The Township has structured a competitive procurement process which ensures that anyone interested in providing the Services sought has an opportunity to submit a Proposal in response to this RFP.

The Evaluation Committee will evaluate responses to this RFP in accordance with the criteria set forth in Section 5 of this RFP. Based upon the totality of the information contained in the Proposal, its attachments and from the Respondents' references, the Evaluation Committee will determine which Respondents are qualified. Each Respondent that meets the requirements of the RFP (in the sole judgment of the Evaluation Committee) will be designated as a Qualified Respondent, and considered for selection by the Township.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Township reserves the right to, among other things, amend, modify, or alter the Procurement Schedule upon notice placed on the Township's website for review by all potential Respondents.

Proposals must be received by the Township Clerk, via mail or hand delivery, by 1:00 p.m. prevailing time on the Due Date. Proposals received after 1:00 p.m. on the Due Date

will be returned unopened. Proposals will be opened in public by the Township Clerk at 1:00 p.m. on the Due Date at the address given below.

All communications concerning this RFP or the RFP process shall be directed via email to the Township’s Designated Contact Person, Adam Lieb, Director of Recreation, at the email address adam.lieb@springfield-nj.us.

1.3 Procurement Schedule.

	ACTIVITY	DATE
A.	Issuance of Request for Proposals	December 3, 2021
B.	Inspection of Pool and Pool Facilities	December 10, 2021 at 10:00 a.m.
C.	Deadline for Submission of Written Questions	December 16, 2021
D.	DUE DATE for Receipt of Proposals	December 23, 2021 at 1:00 p.m.
E.	ANTICIPATED Contract Award Date	Prior to February 22, 2021

1.4 Conditions Applicable to RFP.

Upon submitting a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent. There shall be no claims whatsoever against the Township, its staff or representatives by Respondents for reimbursement or payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.
- The Township reserves the right to reject for any reason any and all Proposals and components thereof.
- The Township reserves the right to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
- The Township reserves the right, without prior notice, to supplement, amend, or modify this RFP, or to request additional information.
- All Proposals timely received shall become the property of the Township and will not be returned.
- All Proposals will be made available to the public at the appropriate time, as determined by the Township in accordance with law.
- Any Proposals not received by the Township timely will be rejected.

- The Township shall not be liable for any claims or damages alleged to have been incurred as a result of this RFP process, including the Township’s review of Proposals and its award of a contract.

1.5 Rights of the Township.

The Township reserves the following rights with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To determine that any Proposal received complies or fails to comply with the terms of this RFP.
- To supplement, amend or otherwise modify the RFP through issuance of addenda on the Township’s website for review by all prospective Respondents.
- To waive any technical non-conformance with the terms of this RFP.
- To change or alter the schedule for any events called for in this RFP upon the issuance of notice on the Township’s website for review by all prospective Respondents.
- To conduct investigations of any or all of the Respondents, as the Township deems necessary or convenient, to clarify the information provided as part of a Proposal, and/or to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Respondents.

The Township shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.6 Written Inquiries, Addenda, Amendments to RFP.

After the issuance of the RFP, but no later than three (3) business days prior to the Due Date, the Township may issue addenda, amendments or answers to written inquiries. Respondents will be considered to be timely notified of any such addenda, amendments or answers to written inquiries with respect to the RFP by placement of same on the Township’s website. All such addenda, amendments or answers to written inquiries will constitute a part of the RFP, and will be made available via the same portal on the Township’s website through which the RFP was initially issued. All responses to the RFP shall be prepared with full consideration of any addenda, amendments or answers to written inquiries that may be issued.

1.7 Proposal Format.

Responses should cover all information requested in Section 3 of this RFP. and the Township recommends use of the proposal format set forth in Section 3.2 of this RFP. Responses

that do not meet the requirements of the RFP, or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

**SECTION 2
GENERAL INFORMATION AND SCOPE OF SERVICES**

2.1 Desired Arrangement.

The Successful Respondent will agree to take responsibility for the operation, maintenance, and management of the Pool and Pool Facilities during either: 1) the pool season (including any preseason and postseason activities associated with opening or closing the Pool); or 2) the entire calendar year (operation and maintenance of the Pool clubhouse multipurpose room only). Respondents are invited to submit Proposals that cover either one of these options, or that includes alternate proposals with respect to both options.

The Successful Respondent will be entitled to set, collect, and retain all fees from pool admittance, camp participation (if the Successful Respondent chooses to hold camps), as well as any other revenue generated by the Successful Respondent's operation of the Pool and Pool Facilities (including, but not limited to, revenue from the Springfield Swim Team, rental of the clubhouse multipurpose room included in the Pool Facilities, and agreements with private camps and/or swim teams to utilize the Pool). The Successful Respondent will be expected to remit a percentage of its annual net revenue from the Pool and Pool Facilities operations to the Township.

The Successful Respondent will be responsible for paying all costs associated with operating, maintaining, and managing the Pool and Pool Facilities, with the exception of the Township-paid costs described in Section 2.5 of this RFP. The operation of the Pool and Pool Facilities shall be and shall be represented to the public as a service provided by the Successful Respondent.

Respondents who submit a Proposal which covers the entire calendar year shall only be responsible for operating and maintaining the multipurpose room in the Pool clubhouse during the pool offseason, which the Successful Respondent would be permitted to rent out during such period when the Pool is closed.

2.2 Background Information.

The Pool includes two (2) separate pools: a main pool with a surface area measuring 10,550 square feet, and a capacity of 395,954 gallons; and a baby pool with a surface area measuring 1,319 square feet, and a capacity of 19,732 gallons. Both pools are cleaned with liquid chlorine and muriatic acid. Both pools were originally built in 1963.

The Pool Facilities encompasses those grounds and facilities identified or marked on the attached Appendix A, which includes, among other things, the following amenities: a clubhouse (rebuilt in 2018) with locker rooms, an air-conditioned exercise room, a year-round multi-purpose room; seven (7) permanent shade canopies; a concession stand (which will be operated and maintained by a separate contractor); picnic area; children's playground; main pool and baby pool (described

above); water slide; diving board; gaga pit; basketball court; sand volleyball court; bocce; horseshoe pit; and street hockey rink.

Prospective Respondents will have an opportunity to inspect the Pool and Pool Facilities during the scheduled inspection only, occurring on December 10, 2021, at 10:00 a.m.

2.3 Historical Data.

The Pool and Pool Facilities have historically been operated by the Township, but were closed during 2020 due to the COVID-19 pandemic. During the 2021 pool season, the Pool and Pool Facilities were operated and maintained by the Summit Area YMCA.

Pool memberships have historically been offered in a variety of categories (e.g., individual, senior, family).

- In 2021, there were a total of 593 Pool membership units sold (including 71 non-resident membership units).
- In 2019, there were a total of 697 Pool memberships sold (including 62 non-resident membership units).
- In 2018, there were a total of 795 Pool memberships sold (including 65 non-resident membership units).
- In 2017, there were a total of 725 Pool memberships sold (including 52 non-resident membership units).

As set forth in Section 3.3 of this RFP, Respondents will be required to include certain membership categories in their Proposals, but are free to set membership rates as they feel appropriate. Additionally, Respondents will have the option to include additional membership categories or establish discounts based on a variety of factors (e.g., early registration, residents, financial need). Although the Township has historically offered discounted membership rates and weekend/holiday memberships for Township residents, Respondents will not be required to continue this practice.

2.4 Services

The Successful Respondent will be responsible for the operation, maintenance, and management of the Pool and Pool Facilities, with the exception of the concessions stand, which will be operated and maintained by a separate contractor.

The Successful Respondent will be expected to take and assume the cost of all measures necessary for the operation, maintenance, and management of the Pool and Pool Facilities (with the exception of any costs to be paid by the Township, as set forth in Section 2.5 of this RFP). This includes, but is not limited to:

- Ensuring that the Pool and Pool Facilities are in compliance with existing laws and regulations, especially those related to safety and sanitation.

- Ensuring that the Pool and Pool Facilities are in compliance with all applicable State of New Jersey executive orders and NJDOH guidance and directives, including those related to COVID-19 and its variants.
- Hiring, training, and retaining its own personnel for the operation of the Pool and Pool Facilities (with the exception of the personnel of the separate contractor retained by the Township to operate the concessions stand). Background checks must be performed on all personnel who will be working at the Pool or Pool Facilities, and all staff must be trained in compliance with all applicable laws, directives, and guidance (including, but not limited to, NJDOH guidance pertaining to the training of pool staff on COVID-19 awareness).
- Preparing and enforcing rules and regulations governing the use of the Pool and Pool Facilities, which may include, among other things, general rules of conduct and pool membership requirements. These rules and regulations shall be subject to advance approval from the Township, which approval shall not be unreasonably withheld.
- Preparing and opening the Pool prior to the pool season, and closing and winterizing the Pool at the conclusion of the pool season.
- Arranging and paying for all routine maintenance and repairs to the Pool and Pool Facilities.
- Maintaining all Township-owned equipment that the Successful Respondent utilizes at the Pool and Pool Facilities in good condition, and repairing or replacing any such equipment that is destroyed or damaged beyond normal wear and tear during the Successful Respondent's operation or maintenance of the Pool and Pool Facilities (but only if such repair or replacement was necessary due to the negligence or intentional misconduct of the Successful Respondent or its patrons).

In addition, Respondents are invited to include with their Proposals any additional services or recreational programming that they wish to offer at the Pool and/or Pool Facilities. This may include, for example, the offering of day camps and other recreational programs, or the rental of certain Pool Facilities (such as the multipurpose room in the Pool clubhouse).

2.5 Costs and Expenses Paid by Township

A list of costs and expenses that will be paid by the Township is included in Appendix B of this RFP. With the exception of these costs, the Successful Respondent will be responsible for paying for all costs and expenses associated with operating, maintaining, and managing the Pool and Pool Facilities (including all utilities (e.g., water, electric, gas)).

2.6 Available Resources

A list of Township-owned equipment and resources that will be made available for use by the Successful Respondent is included in Appendix C of this RFP.

2.7 Revenue Sharing / Pool Capital Fund

The Successful Respondent will be required to track all expenditures that it makes for the purpose of operating, maintaining, and managing the Pool and Pool Facilities. The total amount of these expenditures shall be referred to herein as the “Break Even Amount.” The expenditures constituting the Break Even Amount shall include the portion of the Successful Respondent’s administrative expenses attributable to carrying out the purposes of an agreement entered into with the Township pursuant to this RFP, as well as the Successful Respondent’s actual expenses directly associated with the operation, maintenance, and management of the Pool and Pool Facilities.

The Successful Respondent shall be entitled to collect and retain all revenue generated from the Pool and Pool Facilities that it collects up until the Break Even Amount. Any revenue generated from the Pool and Pool Facilities in excess of the Break Even Amount shall be referred to herein as the Successful Respondent’s “net revenue.”

The Successful Respondent will be required to annually submit documentation of its expenditures and Break Even Amount and net revenue calculations, and pay a certain percentage of its net revenue to the Township. Respondents are asked to submit their proposed percentage of net revenue sharing for each year included in their Proposal (including option years), per Section 3.3(J) of this RFP. The proposed percentage may vary from year to year, but shall in no event be less than ten percent (10%).

Additionally, the Successful Respondent will have the option of proposing to make contributions to the Pool Capital Fund, which shall be used by the Township at its discretion for the sole purpose of making capital improvements and renovations to the Pool and Pool Facilities.

SECTION 3 SUBMISSION REQUIREMENTS

3.1 General Requirements.

Respondent’s Proposal must meet or exceed the experiential, personnel, administrative, and financial qualifications set forth in this Section, and shall incorporate the information requested below. In addition to the information required as described below, Respondents are invited to submit supplemental information that may be useful to the Township in evaluating the Proposal. This information may include, for example, a firm profile or brochure. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

To facilitate a timely and comprehensive evaluation of all submitted Proposals, the Township requests that Respondents adhere to the standard sectional format set forth in Section 3.2 below. Respondents should submit clear, concise, and complete statements in response to the requirements of this RFP.

The Township is not under any obligation to seek clarification of a Proposal by searching through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the Township, at its option, may either request clarification or may consider the Proposal incomplete and non-responsive.

3.2 Recommended Format.

The exact presentation and layout format of Proposals is up to the discretion of the Respondent. However, each Proposal submitted must address the areas described in Section 3.3 below. The following standard sectional format may be utilized:

- A. Title Page
- B. Table of Contents
- C. Executive Summary
- D. Schedule / Pool Season
- E. Advertising / Outreach
- F. Pool Membership Fees
- G. Operations and Maintenance
- H. Recreational Programs
- I. Staffing and Supervision
- J. Revenue Sharing / Capital Contributions
- K. Insurance
- L. Assumptions
- M. References
- N. Appendices
- O. Other

3.3 Administrative Information and Qualification Requirements.

A. Title Page

The Proposal should include a title page, which identifies this RFP; the Respondent's Firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

B. Table of Contents

The Respondent's Proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the Proposal.

C. Executive Summary

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the Proposal.

D. Schedule / Pool Season

This section should: 1) state whether the Respondent is interested in operating, maintaining, and managing the Pool and Pool Facilities either: a) only during the pool season, or b) the entire calendar year; 2) set forth an initial term of two (2) years, and describe up to three (3) additional one-year extensions, which shall each be considered optional based upon the parties' mutual consent to such extensions at the end of the preceding year; and 3) outline the Respondent's

planned timing and schedule of activities, including the establishment of membership fees, commencement of advertising and membership outreach, pre-season preparation of the Pool and Pool Facilities, pool season, recreational programs (e.g., camps), post-season maintenance, and off-season activities and services.

Respondents may include alternative options in their Proposals covering both the pool season as well as the entire calendar year, and the Township may choose between such alternative options. Respondents who submit a Proposal which covers the entire calendar year shall only be responsible for operating and maintaining the multipurpose room in the Pool clubhouse during the pool offseason, which the Successful Respondent would be permitted to rent out during such period when the Pool is closed.

At a minimum, the Pool should be scheduled to be open and operational between Memorial Day Weekend and Labor Day Weekend of each year.

E. Advertising / Outreach

This section should include a description of the Respondent’s plan for advertising and outreach to prospective and current Pool members (and/or patrons of other recreational programs described in the Proposal).

Examples of promotional materials previously used by the Respondent in connection with similar services or programs may be provided, but are not required.

F. Pool Membership Fees

This section should include the Respondent’s proposed fee schedule for the 2022 pool season, including rates for at least the following membership types:

- Adult (individuals 18 years of age and older, or turning 18 during the pool season)
- Family (two adults and all dependents under the age of 23 residing in the same household)
- Teen (individuals between 13 and 17 years of age, or turning 13 during the pool season)
- Senior Adult (individuals 62 years of age and older, or turning 62 during the pool season)
- Senior Couple (two adults, one of whom is 62 years old or turning 62 during the pool season, who permanently reside in the same household)

In addition, the Respondent must provide its proposed fees and/or rates for 2022 with respect to the Springfield Swim Team, as well as any other recreational programs or services that Respondent wishes to provide, including, but not limited to: youth camps, and private party rentals of the multi-purpose room associated with the Pool. Respondent should also provide its proposed

rates for privately-run camps and organizations that may use the Pool pursuant to an agreement with the Respondent.

Although Respondents are not required to provide proposed fees and/or rates for subsequent years, any Respondent who wishes to implement changes to the above-mentioned fees and/or rates in subsequent years must set forth all parameters that they will consider when calculating the fees and/or rates to be charged in 2023 (and, if applicable, for option years 2024, 2025, and/or 2026). The Successful Respondent shall be permitted to increase or decrease fees and/or rates in subsequent years. However, any increase of more than 15% from the previous year shall require the advance written consent of the Township, which shall not be unreasonably withheld.

G. Operations and Maintenance

This section should detail the reasons that Respondent believes that it is well-positioned to provide the required services set forth in Section 2.4 of this RFP, which may include reference to Respondent’s capabilities and experience providing similar services to comparable facilities and/or public entities.

Respondents may also describe any additional services that they believe would be beneficial for the Township and/or patrons of the Pool, but which have not been included in Section 2.4 of this RFP. All such additional services should be described in detail, including the basis for the Respondent’s recommendation, and the Respondent’s experience in providing such services.

H. Recreational Programs

This section should detail any recreational programs or services that Respondent wishes to provide beyond the operation of the Pool and the Springfield Swim Team, including, but not limited to: youth camps, and private party rentals of the multi-purpose room associated with the Pool.

Respondent must also indicate whether they intend to enter into agreements with privately-run camps and/or organizations who wish to use the Pool, including a list of camps and/or organizations that the Respondent will be seeking to contract with.

I. Staffing and Management

A discussion of the project team, including all levels of staffing and management to be utilized, should be contained in this section, which may include a table of organization. The Township requests that the Respondent state exactly the role the proposed Respondent team member(s), both on site and off site, will assume, and detail the qualifications for the role that the team member(s) possess/es.

In addition, all Respondents must provide the following:

- (1) A statement indicating the number of years Respondent has been in practice.

- (2) A statement that principals have no immediate relatives who are Township employees, elected or appointed officials.
- (3) A statement outlining any judgments within the last three years in which Respondent has been adjudicated liable for a breach of contract. If any, please provide the docket numbers.
- (4) A statement indicating whether Respondent or its firm is now or has been involved in any bankruptcy or re-organization proceedings in the last ten years. If so, please provide the docket numbers.

J. Revenue Sharing / Capital Contributions

This section should include Respondent’s revenue sharing proposal and proposed contributions to a Pool Capital Fund, pursuant to the requirements set forth in Section 2.7 of this RFP. These proposals may be set forth using the following format:

CONTRACT YEAR	PERCENTAGE OF NET REVENUE TO BE PAID TO TOWNSHIP	CONTRIBUTION TO CAPITAL FUND (IF ANY)
2022		
2023		
2024 (if applicable)		
2025 (if applicable)		
2026 (if applicable)		

Contributions to the Pool Capital Fund may be expressed either as a specific amount, as a percentage of net revenue, or by way of some other calculation that is disclosed in writing as part of the Proposal. Although contributions to the Pool Capital Fund are not required, the Township is optimistic that the Successful Respondent will appreciate the potential for additional revenue growth that would be created by certain capital improvements and renovations to the Pool. As set forth in Section 2.7 of this RFP, Respondents may place specific conditions on their contributions to the Pool Capital Fund, such as requiring that all or a portion of such contributions be allocated towards a specific capital improvement or expense.

K. Insurance

The Successful Respondent shall, and by submitting a Proposal agrees to, carry and maintain at all times during the term of its Agreement with the Township, the following insurance coverage with an insurance company or companies acceptable to the Township, with limits not less than those shown below which coverage shall not be limited in any way so as to exclude all or any portion of the proposed use by the Successful Respondent of the Pool and Pool Facilities as set forth in this agreement. A Certificate of Insurance shall be filed with the Township at least three (3) days prior to commencement of the term of the Agreement between the Successful Respondent and the Township.

- (1) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury

and property damage with limits no less than \$1,000,000 per occurrence/\$10,000,000 aggregate (or equivalent when combined with applicable umbrella coverage). There will be no exclusion for Assault and Battery, Contagious Disease, and Cross-Liability. Coverage shall include sexual abuse and molestation coverage. If the general liability policy cannot provide the sexual abuse and molestation coverage, then a separate policy with the same limits shall be provided. The Township of Springfield shall be included as an additional insured.

- (2) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- (3) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability policy with coverage in the amount of \$1,000,000; which may be either on an “occurrence or claims made” basis. The Township of Springfield shall be included as an additional insured.
- (5) Pollution Liability Policy: For Bodily Injury and Property Damage arising from non-owned operations and locations for \$1,000,000 each claim/\$3,000,000 aggregate.

Coverage on Primary and Non-contributory Basis: The Certificate of Insurance provided by the Successful Respondent to the Township should indicate that all insurance coverages will be provided on a primary and non-contributory basis to the Township of Springfield and its officers, employees, agents and servants.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days’ notice to the Township.

Special Risks or Circumstances: The Township reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The Successful Respondent shall provide the Township with an ACORD form of Insurance certificate documenting all such requirements above. The language below MUST be included on the Accord Insurance Form in the Description Box while the contract is in effect:

“The Township of Springfield and its officers, employees, agents, successors and assigns are designated as additional insureds under the policies listed above (with the exception of Workers Compensation). These coverages are provided on a primary and non-contributory basis to the Township of Springfield and its officers, employees, agents, and servants. Where applicable and permitted by law, a waiver of subrogation in favor of the Township of Springfield and its officers, employees, agents, and servants, is to be included in these policies.”

L. Assumptions

In this section, Respondents should set forth any assumptions being made relating to any part of the Proposal.

M. References

Respondents are required to provide a complete list of recreational facilities similar to the Pool and Pool Facilities currently or previously served by the Respondent, enabling the Township the option of contacting any existing or prior client of the Respondent. Lists should include at a minimum: Recreational facility (or facilities) served; Owner of said facility (or facilities); General description of services provided; Contact name, title, and phone number and/or e-mail address; and any additional information which Respondent deems appropriate.

N. Appendices

This section must include at minimum: Respondent qualifications and resumes. This section may include any other materials which Respondent deems helpful in assisting the Township with its evaluation.

O. Other

In addition to the above-listed sections, Respondents may include additional sections deemed necessary if Respondent chooses to present information other than that which has been requested directly in the RFP.

**SECTION 4
INSTRUCTIONS TO RESPONDENTS**

4.1 Submission of Proposals.

Respondents must submit one (1) original and two hard (2) copies of their Proposal, along with one (1) digital copy of the Proposal in PDF format on an appropriately formatted thumb drive, to:

**Attn: Linda Donnelly, Township Clerk
Township of Springfield
100 Mountain Avenue
Springfield, NJ 07081-1729**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein:

- A. Proposals must be received by the Township Clerk no later than the Due Date, and must be mailed or hand-delivered. Proposals forwarded by facsimile or email **will not** be considered. Proposals received after the designated time on the Due Date **will not** be considered and will be returned, unopened, to the sender. The

Respondent is solely responsible for delays in delivery.

- B. Proposals, all forms, exhibits, and other related information must be stapled or bound, and signed by the Respondent. If Respondent is other than a natural person, the Proposal must be signed by an individual with power to bind the Respondent.
- C. The name of the Respondent and the name of the Proposal for which the submission is being made must be printed on the outside of the package containing Respondent's submission. The Township will, in its sole discretion, determine whether a respondent is deemed to be a qualified Respondent.
- D. Respondents shall complete and include with their Proposals all items set forth in the Checklist attached as Exhibit C, which Checklist and the required Forms, constitute a part of this RFP.

4.2 Additional Statutory and Regulatory Compliance.

Each Respondent shall attach Exhibit B (Equal Employment Opportunity Language) and Exhibit F (Americans with Disabilities Act Language) to its Proposal, and by doing so, each Respondent certifies and guarantees commitment to comply with the affirmative action/equal employment opportunity requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq., and Title 11 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). Each Respondent further certifies and shall submit with its Proposal one of the following forms demonstrating further compliance with the Equal Employment Opportunity obligations set forth on Exhibit B:

- A. Letter of Federal Affirmative Action Plan Approval;
- B. Certificate of Employee Information Report; or
- C. Employee Information Report Form AA302.

Business entities are also advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4.3 Governing Law.

New Jersey law will govern the interpretation of this RFP and any Contract entered into for the services contemplated by this procurement. Respondent consents to venue and jurisdiction in the State of New Jersey.

4.4 Partial Invalidity.

In the event any provision of this RFP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4.5 Business Registration.

The Respondent shall be registered with the State of New Jersey, in accordance with N.J.S.A. 52:32-44, and shall provide proof of registration prior to the award of any contract hereunder.

4.6 Record Retention.

Pursuant to N.J.A.C. 17:44-2.2, a Successful Respondent awarded a contract will be required, at a minimum, to maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment or provision of services under the contract. Such records shall be made available to the Office of the New Jersey State Comptroller upon request. Such retention period shall be deemed only a minimum period and the Successful Respondent will be subject to all other retention periods required under any and all other applicable laws, rules, regulations and contract provisions governing record retention for the types of services to be provided.

**SECTION 5
EVALUATION**

5.1 Consideration of Proposals by Evaluation Committee.

The Evaluation Committee will consider Proposals only from firms, individuals, or organizations that, in the Evaluation Committee’s judgment, have demonstrated the capability and willingness to provide high quality goods and related services to the Township in the manner described in this RFP. The Evaluation Committee will consider all relevant factors.

There will be five (5) criteria by which Proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the Evaluation Committee. Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 100 being the highest possible score.

5.2 Evaluation Criteria.

A. Understanding of the Services Requested / Ability to Provide Services. (30 points)

The Evaluation Committee will determine the extent to which the proposal satisfies the Township’s requirements and demonstrates an understanding of the Township’s needs and the needs of the Pool’s members, as well as the Respondent’s ability to provide Services that meets all such needs.

B. Staffing (20 points)

The Evaluation Committee will consider the qualifications and experience of Respondent's staff, including administrative and management personnel, as well as staffing levels and training for personnel that will be assigned to the Pool and Pool Facilities.

C. Cost and Expected Revenue for Township (20 points)

The winning Proposal from the Successful Respondent will not necessarily be that with the lowest fees for Pool members and patrons of Pool Facilities, or the highest expected revenue for the Township, but that which provides the greatest overall benefit to the Township, the Township's residents, and Pool members.

D. Prior experience / References (20 points)

Experience similar to the Services requested in this RFP will be considered. The Evaluation Committee will focus primarily on all prior experience the Respondent has operating and/or maintaining publicly accessible pools and related recreational facilities.

E. Commitment to Diversity (10 points)

The Evaluation Committee will consider the Respondent's commitment to diversity, including any relevant programs, policies, or initiatives.

5.3 Ranking of Proposals

The Evaluation Committee will prepare a report listing the names of all Qualified Respondents who submitted Proposals, summarizing each Proposal, ranking Respondents in order of evaluation, and recommending the selection of a Respondent, indicating the reasons why the Respondent was recommended and detailing the terms, conditions, scope of services, fees and other matters to be incorporated into any Contract Award.

**SECTION 6
AWARD OF CONTRACT**

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any Proposals not responsive to the RFP will be rejected. Any contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting components of the Local Public Contract Law and Regulations).

Any contract award to be made in connection with this RFP will be done so only by resolution of the Township Committee within sixty (60) days of Due Date for the receipt of Proposals, except that the Proposals of any Respondents who consent thereto, may, at the request of the Township, be held for consideration for such longer period as may be agreed to by the Respondents.

**APPENDIX A
POOL FACILITIES**



The Pool Facilities consist of the grounds and facilities outlined above.

APPENDIX B
COSTS TO BE PAID BY TOWNSHIP

- Township staff salaries related to implementation and oversight of the agreement with the Successful Respondent.

- Repair and replacement costs to the facilities/property (e.g. filters, pipes, irrigation system, motors, pump, tubing, chemical control system, clubhouse, utility systems), but not if such repair or replacement was necessary solely due to the negligence or willful misconduct of the Successful Respondent or its patrons.

- Parking lot maintenance/repairs (but not if such repair was necessary solely due to the negligence or willful misconduct of the Successful Respondent or its patrons).

- Pool clubhouse fire alarm monitoring contract.

- Garbage/recycling pickup costs.

- Landscaping for the Facilities (including those services provided by the Township's Department of Public Works, such as lawnmowing, weed whacking, edging, and leaf blowing), which shall not include irrigation and fertilization of the Pool Facilities.

APPENDIX C TOWNSHIP-OWNED EQUIPMENT & RESOURCES

- Tangible/permanent lifeguard equipment (e.g. stands, rescue tubes, rescue hooks, backboards, umbrellas).
 - Note: This does not include lifeguard rescue supplies (e.g. fanny packs, masks, whistles, first aid equipment), which will have to be provided by the Successful Respondent.
- Skimmer poles and brushes
- Pool vacuum
- Pool lift
- Lounge chairs
- Benches
- Picnic tables
- Bocce court, volleyball court, soccer goal, gaga pit, horseshoe pit, tetherball pole, ping pong table, basketball court, hockey court, playground, campgrounds.
- Sports equipment to be loaned to and returned by pool patrons (e.g. basketballs, bocce balls, volleyballs, horseshoes, ping pong, soccer balls, etc.)
- Telephones and Wi-Fi
- Televisions in multi-purpose room
- Pool softball field (during camp hours)

EXHIBIT A

LETTER OF INTENT

(To be prepared on Respondent's Letterhead. No modifications may be made to this letter)

Date:

Linda Donnelly, Township Clerk
Township of Springfield
100 Mountain Avenue
Springfield, NJ 07081-1729

Re: Letter of Intent

Dear Ms. Donnelly:

The undersigned, as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the Township of Springfield (the "Township") dated December 3, 2021, in connection with the Township's need for the design, development and furnishing of computer software and related services.

The undersigned hereby states:

1. The Proposal contains accurate, factual and complete information to the best of our knowledge and belief. The Proposal is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Respondent agrees to participate in good faith in the procurement process described in the RFP and to adhere to the Township's procurement schedule.
3. Respondent acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal, amendments thereto, and any other documents prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Respondent hereby declares that the only persons anticipated by Respondent to furnish the goods and/or services for which this Proposal is submitted are named herein and that no person other than those herein named participated in this Proposal or will participate in any contract to be entered into between Respondent and the Township. Respondent declares that this Proposal is made without connection with any other person, firm or party who has submitted a Proposal, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Respondent acknowledges and agrees that the Township may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Respondent acknowledges that if it becomes the Successful Respondent and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws

Signed: _____
Printed: _____
Title: _____

*If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Intent must be signed by an individual with the authority to bind the entity(ies).

EXHIBIT B

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 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ACKNOWLEDGEMENT:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT C

CHECKLIST OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH PROPOSAL

		Check if Provided
1	Letter of Intent (<i>Exhibit A</i>)	
2	Name, address and telephone number of the individual or firm submitting the Proposal and the name of the key contact person. (<i>Section 3.3 Administrative Information Requirements</i>)	
3	An executive summary (<i>not to exceed two (2) pages</i>) of the information contained in all the other parts of Proposal. (<i>Section 3.3 Administrative Information Requirements</i>)	
4	A statement indicating the number of years Respondent has been in practice. (<i>Section 3.3 Administrative Information Requirements</i>)	
5	A statement that principals have no immediate relatives who are Township employees, elected or appointed officials (<i>Section 3.3 Administrative Information Requirements</i>)	
6	Mandatory Equal Employment Opportunity language acknowledgement N.J.S.A. 10:5-31 <i>et seq.</i> (P.L. 1975, c. 127), N.J.A.C. 17:27 Goods, Professional Service and General Service Contracts (<i>Exhibit A</i>)	
7	This Checklist of documents required to be submitted with proposal (<i>Exhibit C</i>)	
8	Ownership Disclosure Statement (<i>Exhibit D</i>)	
9	Non-Collusion Affidavit (<i>Exhibit E</i>)	
10	Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability acknowledgement (<i>Exhibit F</i>)	

		Please circle
11	Have there been any judgments within the last three years in which Respondent has been adjudicated liable for professional malpractice? If any, please provide the docket numbers. (<i>Please circle</i>) (<i>Section 3.3 Administrative Information Requirements</i>)	YES NO
12	Has the Respondent or its firm now or has ever been involved in any bankruptcy or re-organization proceedings in the last ten years? If so, please provide the docket numbers. (<i>Please Circle</i>) (<i>Section 3.3 Administrative Information Requirements</i>)	YES NO

DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION (*These documents may be submitted with Proposal at Respondent's Option*)

		Check if Provided
13	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (<u>N.J.S.A. 52:32-44</u>)	
14	Certificate of Insurance Evidencing Comprehensive Liability (including property/casualty, and sexual abuse and molestation coverage) (\$10 million aggregate/\$1 million per occurrence) (or equivalent when combined with applicable umbrella coverage); Automobile Liability (\$1 million per occurrence); Workers Compensation (statutory limits); Pollution Liability (\$3 million aggregate/\$1 million each claim); and Professional Malpractice (if applicable) (\$2 million aggregate/\$1 million per occurrence) naming the Township as an additional insured.	
15	Letter of Federal Affirmative Action Plan Approval <u>OR</u> Certificate of Employee Information Report <u>OR</u> Employee Information Report Form AA302 (available at www.state.nj.us/treasure/contract_compliance)	

Signature: The undersigned Respondent hereby acknowledges that he/she has submitted the required documents/information (items 1 through 12 of this checklist) with the Proposal, and will submit the remaining required documents prior to execution of a contract with the Township of Springfield, if the same are not also submitted with the Proposal.

Name of Respondent/Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

EXHIBIT D

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 Springfield*** 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 ***Township of Springfield*** to notify the ***Township of Springfield*** 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 of Springfield*** to declare any contract(s) resulting from this certification void and unenforceable.

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

EXHIBIT E

NON-COLLUSION AFFIDAVIT

I, _____ of the Municipality of _____,

In the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Respondent herein, and I executed the Qualification Statement with full authority to do so; that the Respondent has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named Vendor, and that all statements contained in the Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Township of Springfield relies upon the truth of the statements contained in the Qualification Statement and the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ . (Name of Respondent)

Signature

Print or Type Name and Title

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

(Seal) Notary Public of New Jersey
My Commission Expires _____

EXHIBIT F

**AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The Respondent and the Township of Springfield (herein referred to as the Township) do hereby agree that the provisions of Title 11 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 regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Respondent agrees that the performance shall be in strict compliance with the Act. In the event the Respondent, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Respondent shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Respondent shall indemnify, protect, and save harmless the Township, its agents, servants, employees, and officials from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The Respondent 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's grievance procedure, the Respondent agrees to abide by any decision of the Township, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the Township or if the Township incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Respondent shall satisfy and discharge of the same at its own expense.

The Township shall, as soon as practicable after a claim arising under the Act has been made against it, give written notice thereof to the Respondent along with full and complete particulars of the claim. If any action or administrative proceeding arising under the Act is brought against the Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Respondent every related 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 Respondent pursuant to this contract will not relieve the Respondent of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township from violations and alleged violations of the Act by Respondent and its agents, servants, employees, or subcontractors under this Agreement.

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

ACKNOWLEDGEMENT:

Signature: _____

Print Name: _____

Date: _____