

**WALL TOWNSHIP PUBLIC SCHOOL DISTRICT**

*PO Box 1199, 1620 18th Ave.*

*Wall, NJ 07719*

***REQUEST FOR PROPOSAL  
(RFP)***

**SCHOOL PHYSICIAN**

Submission Date:

May 5, 2026

11:00 A.M.

---

# WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

## **WALL TOWNSHIP BOARD OF EDUCATION**

OFFICE OF THE BUSINESS ADMINISTRATOR/ BOARD SECRETARY

P.O. BOX 1199

1620 18<sup>TH</sup> AVENUE

WALL, NEW JERSEY 07719

Telephone: (732) 556-2018

Fax: (732) 556-2102

### **REQUEST FOR PROPOSALS FOR SCHOOL DISTRICT PROFESSIONAL SERVICES**

Notice is hereby given that the Wall Township Public School District, County of Monmouth, State of New Jersey, is requesting proposals for **School Physician Services** for the Wall Township Public School District for the year period **July 1, 2026 through June 30, 2027**. Copies of the Request for Proposals are available on the Wall Township Public Schools website at [wallpublicschools.org](http://wallpublicschools.org) under the Business Office; or in the Office of the School Business Administrator/Board Secretary; PO Box 1199, 1620 18<sup>th</sup> Avenue, Wall, NJ 07719.

Proposals must be submitted **ELECTRONICALLY** to [rfp.professional@wallpublicschools.org](mailto:rfp.professional@wallpublicschools.org) no later than **11:00 a.m. on May 5, 2026**. All responsible firms are encouraged to submit proposals. The Board of Education reserves the right to accept or reject any and all proposals submitted in the best interest of the school district and the Board further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the school district. Proposals are required to comply with the requirements of P.L. 1975, c.127, (N.J.A.C. 17:27).

**This Request for Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which the Board of Education may choose consultants that best meet the Board of Education's needs. It is the Board of Education's intent that no statutory, regulatory, or common law bidding requirements apply to this Request for Proposals. The Board of Education intends to award this contract pursuant to N.J.S.A. 18A:18-5.**

# WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

## **Purpose & Intent**

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide School Physician services to the Wall Township Board of Education for the 2025-2026 School Year, July 1, 2026 – June 30, 2027.

Proposals are being solicited through a fair and open process. Under Title 18a-18a-5 (1) professional and/or extraordinary unspecifiable services are not required to be bid or advertised and the board is not required to award on the basis of lowest price and will award pursuant to the merit-based evaluation criteria outlined in this request for proposals. This RFP is issued as part of a process to ensure that the district selects the firm that will provide a combination of the best service at a fair and competitive price. All respondents agree, by submitting a response to the RFP, that the decision of the Wall Township Public School District is final. The Wall Township Public School District reserves the right to reject any or all proposals.

## **Background**

The Wall Township Public School District Operating Budget for the current school year is **\$82,400.00**. The Wall Township Public School District consists of one high school, one intermediate school, and four elementary schools. The School District provides education to students in grades pre-kindergarten through twelve to approximately 3,200 students.

An elected nine-member Board of Education serves as the policy maker for the School District. The Board adopts an annual budget and directly approves all expenditures which serve as the basis for control over and authorization for all expenditures of the School District.

The Superintendent is the chief executive officer of the School District, responsible to the Board for total educational and support operations. The Business Administrator/Board Secretary is the chief financial officer of the School District, responsible to the Board for maintaining all financial records, issuing warrants in payment of liabilities incurred by the School District, acting as custodian of all School District funds.

# WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

## **Scope of Work – School Physician**

- 1 Review Home Instruction requests and follow-up with students' physicians as required within N.J.A.C.
- 2 Write standing orders for nurses.
- 3 Review notes from students' personal physicians, as needed.
- 4 Perform sports physicals.
- 5 Serve as a resource for health issues within the district.

## **Minimum Qualifications:**

1. Board certified physician, preferably in pediatrics.

## **Fees and Costs:**

1. It is the District's intent to award a fixed fee contract for services provided.
2. Proposal will include a fixed fee proposal along with a statement identifying any other compensation that would be received as a result of this account.

## **Evaluation Criteria**

An Evaluation Committee will rate and rank all proposals and make a recommendation for award to the Wall Township Board of Education.

1. Management Criteria – analysis of respondent's personnel structure and proposed staffing:
  - i. Project management:
    - (1) How well does the firm's personnel structure meet the District's needs?
  - ii. History and experience in performing the work:
    - (1) Does the respondent document a record of reliability, responsiveness and on-budget implementation?
    - (2) Does the respondent demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
    - (3) Does the respondent document industry or program experience?
    - (4) Does the respondent have a record of moral integrity?
  - iii. Availability of personnel, facilities, equipment and other resources:
    - (1) To what extent does the respondent demonstrate ability to provide all services required by the District?
    - (2) Are the availability of in-house and contract resources documented?
  - iv. Qualification and experience of personnel:
    - (1) Does the respondent demonstrate the ability to provide sufficient staffing that is adequately qualified to meet the needs of the District?

# WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

2. Technical Criteria – analysis of approach proposed by respondent in providing the requested services:

i. Proposed methodology:

- (1) Does the respondent's proposal demonstrate a clear understanding of the scope of work and related objectives?
- (2) Is the respondent's proposal complete and responsive to the specific RFP requirements?
- (3) Has the past performance of the respondent's proposed methodology been documented?
- (4) Does the respondent's proposal use innovative technology and techniques?

3. Cost Criteria – analysis of pricing for services requested:

i. Cost of services to be performed – All responses must include hourly rates for all levels of personnel, and a projection of what percentage of service will be performed by each level of personnel identified. Responses to include the costs and method of billing for reimbursable items.

- (1) Relative cost: How does the cost compare to other similarly scored proposals?
- (2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?

ii. Assurances of performance:

- (1) If required, are suitable bonds, warranties, or guarantees provided?
- (2) Does the proposal include quality control and assurance programs?

iii. Respondent's financial stability and strength:

- (1) Does the respondent have sufficient financial resources to meet its obligations?

For a proposal to be considered responsive, the proposal must address each item, as listed in the evaluation headings, with a narrative that includes an answer to each listed question. To facilitate review, each respondent is required to rewrite the section, as well as the question as a heading, and then provide a narrative response. All items and forms as requested in the RFP MUST be included in the response to the RFP, in order for it to be considered responsive.

**Other Required Submissions**

Each response must include the following information in its proposal:

1. N.J. Business Registration Certificate
1. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire
2. Non-Collusion Affidavit
3. Stockholders'/Partnership Disclosure Affidavit, and Ownership Declaration
4. Chapter 271 Political Contribution Disclosure Form

A copy of your proposal is to be submitted **ELECTRONICALLY** to [rfp.professional@wallpublicschools.org](mailto:rfp.professional@wallpublicschools.org) with “Response to RFP with Title” listed in the subject line. Submissions are due no later than **May 5, 2026 at 11:00 a.m.**

**WALL TOWNSHIP PUBLIC SCHOOL DISTRICT**

---

**AFFIRMATIVE ACTION QUESTIONNAIRE**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence stapled to this page.

1. Our company has a federal Affirmative Action Plan approval.

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

A. If yes, a copy of said approval shall be submitted to the Purchasing Agent within five (5) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Approval.

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

A. If yes, a copy of the New Jersey State Certificate shall be submitted to the Purchasing Agent within five (5) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* is attached for your convenience. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the Purchasing Agent within five (5) working days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm \_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ *Date* \_\_\_\_\_

**NOTARY PUBLIC SIGNATURE**

My commission expires \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ - Seal -  
Month Day Year

**WALL TOWNSHIP PUBLIC SCHOOL DISTRICT**

---

**NON-COLLUSION AFFIDAVIT**

TO: **Wall Township Board of Education**

Date: \_\_\_\_\_

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

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that: I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Contractor making the Bid Proposal for the above named project, and that I execute the said Bid Proposal with full authority so to do; that said Contractor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Bid Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling Agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage brokerage or contingent, except bona fide employees or bona fide established commercial selling agencies maintained by

\_\_\_\_\_, (N.J.S.A. 52:34-15)  
(Name of Contractor)

\_\_\_\_\_  
**SIGNATURE OF PRINCIPAL**

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: \_\_\_\_\_

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

Or

\_\_\_ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- \_\_\_ Partnership                      \_\_\_ Corporation                      \_\_\_ Sole Proprietorship
- \_\_\_ Limited Partnership              \_\_\_ Limited Liability Corporation              \_\_\_ Subchapter S Corp.
- \_\_\_ Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list below:

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me

this \_\_\_ day of \_\_\_\_\_, 2\_\_\_.

(Notary Public)

\_\_\_\_\_

(Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant)  
(Corporate Seal)

**WALL TOWNSHIP PUBLIC SCHOOL DISTRICT**

---

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<b><u>Date of Contribution</u></b>	<b><u>Amount of Contribution</u></b>	<b><u>Name of Recipient Elected Official/ Committee/Candidate</u></b>	<b><u>Name of Contributor</u></b>

The Business Entity may attach additional pages if needed.

---

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

## WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

**40A:11-51** 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

**52:34-25** 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

## WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

b. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a 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; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**19:44A-20.13** 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

## WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

---

"business entity" means a 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; and

"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.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

\* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

# WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

## **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 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
- 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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports for 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 purpose 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.**

# WALL TOWNSHIP PUBLIC SCHOOL DISTRICT

---

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

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

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

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

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