

REQUEST FOR PROPOSAL

PROVIDING ANIMAL SHELTER FACILITY FOR THE TOWN OF
WEST NEW YORK

PROPOSAL TO BE SUBMITTED:
10:00AM. PREVAILING TIME
FRIDAY, NOVEMBER 13, 2015
HELD IN THE OFFICE OF
TOWN CLERK, ROOM 2
TOWN OF
WEST NEW YORK
428 -60TH STREET, W.N.Y., NEW JERSEY 07093

XENIA R. RIVERO, QPA
PURCHASING DEPARTMENT

**PROVIDING 2015-2017 ANIMAL SHELTER FACILITY
SERVICES FOR THE TOWN OF WEST NEW YORK**

INTENT

The intent and purpose of this specification is to adequately describe the requirements for providing Animal Shelter Facility Services for the Town of West New York, and to list all requirements necessary for entering into a contract for providing the services described herein or as mutually agreed upon.

TERMS OF THE AGREEMENT

The contract shall commence January 1, 2016 or at a later date when approved by the Mayor and Commissioners, and shall terminate December 1, 2016. The Town shall have two- one year options to extend this contract under the same terms and conditions. The vendor shall be paid monthly for providing the services.

CANCELLATION FOR UNSATISFACTORY PERFORMANCE

Vendors are hereby notified that any contract awarded as a result of this request for proposal may be voided without recourse, with thirty (30) calendar days written notification, by certified mail, if services provided under this contract are not complete and satisfactorily performed.

VENDOR INQUIRIES

All inquiries from vendors with respect to this request for proposal shall be directed to the West New York Purchasing Agent, 428-60th St., W.N.Y., NJ 07093; telephone (201) 295-5147 or by email at xrivero@westnewyorknj.org.

INSURANCE (Required for this Proposal: Yes X No)

The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and such insurance policies have been approved by the Town Attorney for the Town of West New York. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey.

The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the Town of West New York as additional insured. Such

Certificate of Insurance shall provide that the insurance company give the Town of West New York thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage.

The Town of West New York shall be exempt from, and in no way liable for, any sums of

money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

WORKER'S COMPENSATION INSURANCE, including Occupational Diseases, shall be required of the successful contractor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.

GENERAL PUBLIC LIABILITY INSURANCE shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$500,000.00 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof in any one occurrence, and \$500,000.00 aggregate property damage per accident.

PROPERTY DAMAGE INSURANCE in an amount no less than \$500,000.00 for damage to property for each and every accident with provisions for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation of such coverage. The Town of West New York shall be included as an additional named insured.

FAILURE TO ATTACH A CERTIFICATE OF INSURANCE OR TO FULLY EXECUTE THE ATTACHED CONSENT OF INSURANCE FORM AND RETURN SAME WITH THIS PROPOSAL MAY BE GROUNDS FOR REJECTION OF THIS PROPOSAL.

NEW JERSEY BUSINESS REGISTRATION (Required for all Proposals)

All New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall submit with their proposal proof of their valid Business Registration with the Division of Revenue, Department of Treasury, State of New Jersey, and, if applicable, proof of the valid registration of each prime contractor. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at www.state.nj.us/treasury/revenue/taxreg.htm.

TIE PROPOSALS

The Town of West New York reserves the right to award at their discretion to any one of the entities submitting a proposal.

TECHNICAL SPECIFICATIONS

SCOPE AND DESCRIPTION OF SERVICES

The Town is interested in entering into a contract with a qualified vendor who is able to provide Animal Shelter Facility Services for the Town of West New York as detailed and described herein.

The vendor shall be required to provide animal shelter services as detailed and described herein and in accordance with all regulations established by the State of New Jersey for providing such services.

The Town reserves the right to award the contract for the performance of these services in the manner which is most advantageous to the Town.

Once awarded, this contract shall be managed and enforced by the West New York Purchasing Agent. All inquiries, invoices and all paperwork submitted for payment shall be directed to the Town of W.N.Y, Purchasing Department, and 428-60th Street, West New York, NJ 07093.

Respondents shall provide on the Official Proposal Form their annual, total, all inclusive price, which shall be paid monthly, that they shall charge the Town to provide the animal shelter facility services as detailed and defined herein which shall include but not limited to, all labor, equipment, fuel, utilities, insurance, animal food, bedding, shelter, maintenance, disposal, recordkeeping, etc.

Services to be provided by the vendor shall include but not be limited to the following:

- A. The vendor shall provide an animal shelter facility in full compliance with laws governing animal shelter facilities in the State of New Jersey (Title 8:23-A), including any regulations promulgated by the New Jersey Department of Health. Said shelter shall be designed to confine, receive, house and/or distribute animals seized within the jurisdiction of West New York Town, and pursuant to all applicable laws. **In addition two (2) consecutive annual shelter inspection reports must be submitted with this proposal.**
- B. Vendors are encouraged to bid providing their own animal shelter for this service however, Veterinarian facilities shall not be utilized as a source of sheltering

animals.

- C. Vendors who are selected will ensure that they are in full compliance with laws governing animal shelter facilities in the State of New Jersey, including any regulations promulgated by the New Jersey Department of Health. The shelter shall be designed to confine, receive, house and/or distribute animals seized within the jurisdiction of W.N.Y. Town, and pursuant to all applicable laws (N.J.A.C. 8:23A-1 et. seq.).
- D. The vendor and facility shall be available and open a minimum of four (4) hours per day, Monday through Friday, and a minimum of five (5) hours per day on Saturday, during normal business hours, during which times the animals may be reclaimed by the owners. The vendor shall establish written charges that may be incurred for claiming and/or quarantining animals. The vendor shall provide a copy of those charges to the Town prior to contract award. The owner shall be responsible for said charges, including applicable New Jersey Sales Tax, when reclaiming their animals. Hours shall be conspicuously posted at the facility and available to residents of West New York Town on an answering machine, answering service or website after hours.
- E. The vendor shall provide to the Town a telephone number by which residents may contact the vendor when necessary, during normal business hours and with a means to leave a message or obtain information after hours such as on an answering machine, answering service or website. The vendor shall additionally provide the Town with a cellular telephone number, which will not be released to the public, by which the vendor may be reached either by Town personnel, Town Police, Humane Police and/or by authorized personnel.
- F. The vendor shall provide humane treatment to all animals in conformity with the rules and regulations established by the New Jersey Department of Health. Said Shelter shall hold all stray animals of West New York Town for at least seven (7) days from the date that the municipal Animal Control Officer or other designed representative delivers such animal to the facility or for at least such other time as may be required by law. Unclaimed stray animals shall be held for adoption only if the vendor determines that the animal is healthy and adoptable.
- G. The shelter shall hold all animals of West New York Town, whether stray or owned, delivered by the municipal Animal Control Officer and identified as "bite cases" for at least ten (10) days from the date on which the bite occurred, for any period specified by the New Jersey Department of Health or for at least such other time as otherwise required by law. The vendor will be compensated by the owner of said animal.
- H. The vendor shall immediately notify all owners of animals wearing a license or

identification tag or that have license or locator micro-chips implanted, and shall only allow reclamation of dogs by their owners when a current license is displayed.

- I. The vendor shall, upon presentation of proper identification, accept any animal from W.N.Y. Town residents. When such animals are certified as being owned, the Shelter shall require, in writing, authorization for disposal of the animal from the person turning the animal in. A surrender fee may be charged. If the animal is certified as a stray or lost animal, shelter personnel shall enter it into the records in the same way as animals received from Town personnel and will submit a complete record of such animals to the Town.
- J. The vendor shall provide twenty four (24) hour, seven day per week service, for injured animals in an emergency situation and/or to quarantine animals that have bitten and/or caused injuries to persons within the Town. Should an owner request the right to quarantine their own animal, they shall have the right unless a court order prevails and or if the Animal Control Officer/ Humane Police Officer deem the situation safe. All quarantined animals shall be retained for the mandatory ten (10) day holding period
- K. The shelter shall arrange for a veterinary care by a veterinarian to any injured/sick animal sufficient to stabilize said animal's condition and to alleviate pain and suffering and to prevent the spread of disease. The vendor shall submit all veterinary fees to the owner, if known.
- L. The shelter shall have a veterinarian monitor the veterinary care and all other aspects of shelter operation affecting the health of the animal population of the shelter.
- M. If an animal is suspected of having a disease which may pose a risk to the animal population of the shelter or humans said animal may be refused.
- N. If an animal dies in route to said shelter, the Municipal Animal Control Officer shall place animal in body bag, and complete the stray animal form. Shelter shall hold the body for at least 10 days unless otherwise provided by law or where the individual responsible for the animal is notified and wishes to identify or repossess said animal.
- O. The shelter shall be available during regular business hours for animals to be lawfully claimed by their rightful owners. Said hours shall be posted conspicuously at the facility and listed on answering message/website for afterhours contact.
- P. The shelter shall provide 24 hour/7 day a week access to the municipal animal control officer to deliver stray animals and access to impoundment area for drop off.

- Q. The shelter shall be available for inspection by municipal representative during regular business hours and shall make all records, required by law to be maintained, accessible as well.
- R. The vendor shall complete and maintain all required records and documentation and shall make them available for inspection by authorized Town personnel.
- S. The vendor shall confine or euthanize any stray animals exhibiting characteristics of rabies and when directed by the appropriate authorities shall behead the animal and prepare for testing of the disease.
- T. The vendor shall designate a contact person who shall handle all inquiries and concerns from the Town.
- U. The vendor shall complete and submit an annual Shelter/Pound Survey relative to the Animal Population Control Program established pursuant to P.L. 1983, c 172. A copy of the survey shall be submitted to the Town Clerk.
- V. The vendor may charge the owner bringing in their own animals and shall not charge the Town.
- W. Owners of animals running at large without the proper inoculations shall be wholly responsible for any diseases contracted before, during or after impoundment.
- X. The shelter shall identify its annual cost for providing said service to the Town and shall outline all fee schedules, emergency call out rate, etc. with this proposal.
- Y. The shelter shall provide a monthly activity report to the Town with their monthly invoice which lists the date and times of service, source of animal, breed of animal and unique identifying features of the case to be able to link said animal and case to the Animal Control Officer's report.
- Z. Shelter shall identify any additional service that they are capable of and willing to provide to the Town, including but not limited to spay/neuter clinics, resident/owner education, printed and electronic resources, adoption services, etc.

PAYMENT

The vendor shall be required to sign the standard Town of West New York contract which is on file in the Office of the Town Clerk. Vendor payment will be made on a monthly basis. A purchase order will be issued from the Town of West New York for these services. With each

purchase order a voucher will be submitted for a Claimant Signature. The vendor will sign the voucher and return it, along with an invoice, to the Town of West New York Finance Office. Promptness in submitting vouchers is of advantage to the vendor.

OFFICIAL PROPOSAL SHEET

The Respondent agrees to Provide Animal Shelter Facility Services for the Town of West New York for the prices submitted below and in accordance with the "General and Technical Specifications" as detailed and described herein.

My total, all inclusive, combined (year 1) cost(s) to provide the services detailed and described herein, not including said extenuating circumstances which shall be paid on a monthly basis, shall be: \$ _____.

The Responded agrees to provide these services under the same terms, conditions and costs for years 2 and 3. The Town shall, at its sole option, determine whether to extend this contract for the additional one or two years.

PROPOSAL SUBMITTED FOR:

COMPANY: _____

ADDRESS: _____

(Please Print or Type Name)

BID BY: _____

TITLE: _____ DATE: _____

TELEPHONE: _____ FAX: _____

TAXPAYER IDENTIFICATION NUMBER:

Do you have any exceptions to the specifications? Yes No . If yes, the respondent

shall list all exceptions on a separate sheet and attach to the front of the Proposal Document.

QUESTIONNAIRE

Please answer the following questions.

List two (2) public agencies presently or previously contracted to whom you provide or have provided the services as herein specified. Include a reference contact name and telephone number.

1. _____

2. _____

How many employees does your company presently employ? _____

How many years has your company been providing this service? _____

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes _____ No _____. If yes, provide details here: _____

Name and telephone numbers of personnel who can be contacted if problems or emergencies

arise: 1) _____

2) _____

Name and telephone number of an individual who can be contacted at all times if service

information is requested: 1) _____

2) _____

CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal has submitted a proposal to provide goods and/or services as specified in the subject proposal to the Town of West New York, and whereas, in order for such proposal to be considered, proof of insurance must be submitted therewith;

NOW, THEREFORE, BE IT KNOWN THAT, if the Town of West New York shall accept

the proposal of the Principal and the Principal shall enter into a contract with the Town of West New York in accordance with the terms of such proposal, we the undersigned, do hereby state that we will provide the Principal with insurance coverage as set below:

- A. The insurance to be provided shall be underwritten by a company licensed to conduct business in the State of New Jersey.
- B. General Public Liability insurance in an amount no less than \$500,000.00 combined single limit including broad form comprehensive general liability insurance liability endorsement, and \$500,000.00 aggregate property damage per accident; and shall include provisions for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation of such coverage. The Town of West New York shall be included as an additional named insured.
- C. Property Damage Insurance in an amount no less than \$500,000.00 for damage to property for each and every accident with provisions for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation of such coverage. The Town of West New York shall be included as an additional named insured.
- D. All policies maintained shall name the Town of West New York as an additional named insured and shall provide for thirty (30) days prior written notice to the Town of West New York of any changes, modifications, or cancellation terms of such policies and we shall provide the Town Attorney with certificates of insurance evidencing such policies and provisions.
- E. All required insurance coverage must be in effect no later than 12:01 A.M., prevailing time, at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed
Before me on this _____
Day of _____ 20. __

NOTARY PUBLIC

My commission expires: _____

PRINCIPAL:

(Bidder's Company Name)

(Authorized Signature on
Behalf of the Principal)

INSURER:

(Insurer's Company Name)

(Authorized Signature on
Behalf of the Insurer)

VENDOR INFORMATION SHEET

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this Request for Proposal:

Name of Business: _____

Correspondence Address, including zip code:

Purchase Order Address, including zip code:

Payment Address, including zip code:

Telephone Number: _____

Facsimile Number: _____

Cellular Number: _____

**APPENDIX A
LETTER OF QUALIFICATION
(To be Typed on Respondent’s Letterhead. NO MODIFICATIONS MAY BE MADE TO
THIS LETTER)**

Town Clerk Carmela Riccie
Municipal Building
428-60th Street (Room #2)
West New York, New Jersey 07093

Dear Mrs. Riccie:

The undersigned have reviewed our Qualification Statement-Proposal submitted in response to the Request for Proposals (RFP) issued by the Town of West New York (“Town”), dated *(Insert Date)* in connection with the Town’s need for Services – Special Hearing Officer.

We affirm that the contents of our Qualification Statement-Proposal (which Qualification Statement-Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement-Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent)*

Chief Executive Officer

Chief Financial Officer

Dated: _____ Dated: _____

Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement-Proposal, each participant must execute this Letter of Qualification

**APPENDIX B
LETTER OF INTENT**

STATE OF NEW JERSEY
TOWN OF WEST NEW YORK ss:

I _____ certify that I am the _____ of the firm of _____, the Respondent submitting Qualifications in response to a Request for same from the Town in regards to Services –Special Hearing Officer. I further certify that:

1. I executed said Proposal with full authority so to do; and
2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of West New York is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent’s Qualifications; and
- 3 Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project through participation with any other person, firm or party; and
4. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Town’s procurement schedule;
5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement-Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement-Proposal.
6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.
7. Respondent is aware that any contract executed with respect to the services referred to in the RFP must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF 20_____

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL

A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF WEST NEW YORK ss:

I certify that I am _____

of the firm of _____

the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of West New York will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL

B. PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, Limited or joint venture) shall be awarded any State, Town, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20____
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED
AND RETURNED WITH THIS PROPOSAL**

C. 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

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county

employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report Employee

Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Town of West New York, (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. 5121 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.

