

TOWN OF WEST NEW YORK REQUEST FOR PROPOSALS FROM BUSINESS ORGANIZATIONS OR FIRMS INTERESTED IN PROVIDING ANIMAL SHELTER SERVICES FOR THE TOWN OF WEST NEW YORK FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

INTRODUCTION

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1 et seq., the Town seeks proposals (“RFP”) from a licensed vendor to provide Animal Shelter Facility Services for the Town of West New York for a period of one year commencing January 1, 2017 until December 31, 2017. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended. (Affirmative Action). The successful candidate will provide the Town with services related, but not necessarily limited to:

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, record keeping, 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 perday, 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 Office/ 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.

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57) with its proposal.

The successful candidate shall be required to comply with the following insurance requirements:

- a. The Contractor shall be required to carry full insurance including comprehensive general liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicle and equipment used by the Contractor in connection with the Contractor's operations under the Contract; Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim. Said insurance, by endorsement, shall fully protect the Town of West New York from liability.
- b. Certificates naming the Town of West New York as an additional named insured, and evidencing such insurance coverage, shall be filed with the Town Clerk prior to the commencement of operations hereunder by the Contractor.

The following Certificates of Insurance must be furnished:

- I. Worker's Compensation;
Part Two – Statutory
- II. Comprehensive General Liability:
 - A. Minimum limits: \$1,000,000.00;
Combined Single Limit Coverage to include: Premise / Operations; Independent Contractors;
Product / Completed Operations;
Contractual; Personal Injury;
Broad Form Property Damage;
Town of West New York as additional insured.
 - B: Comprehensive General Liability must be maintained for at least one year after completion of the contract and its acceptance by the Town of West New York.
- III. Professional Liability Insurance (Errors & Omissions)
 - A. Contractor shall provide professional liability (errors& omissions) insurance for claims arising from any negligent performance of contractors' services pursuant to the agreement in the amount of \$1,000,000 per claim.

The certificate of insurance shall designate the Town of West New York as an additional insured and shall contain a thirty (30) day notice of cancellation whereby the Town Clerk will be provided with a written

notification of cancellation. Said insurance must be paid for a minimum of six (6) months into the contract period at the time of the contract.

It is understood and agreed that the Contractor is an independent Contractor and not an employee of the Town of West New York.

The Contractor agrees to indemnify and hold harmless the Town of West New York, the Board of Commissioners of the Town of West New York, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind of nature, including attorneys' fees to which the Town of West New York maybe put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under the Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the Town of West New York harmless for damages to the Contractor's Equipment utilized during the term of this Contract.

Programs of self-insurance are not acceptable.

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.

Professional Information and Qualifications

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the Town Clerk. Each interested candidate shall submit the following information:

1. Current license issued by the State of New Jersey to operate an animal shelter;

2. Name of firm, business organization, shareholders and directors with more than a ten per cent interest in the organization;
3. Address of principal place of business and all other offices and corresponding telephone and fax numbers for all individuals assigned to perform the services;
4. Description of owner's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
5. Experience related to providing animal shelter services for municipalities;
6. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
7. The organization's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Cost details, including rates and fees, broken down into specific services to be provided, a flat fee or fee schedule, the names of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount; and
9. Any other information which the interested organization deems relevant.
10. Statement of corporate ownership (c.52:25-24.2).
11. Criminal background check for all persons who will be assigned to provide services under this contract shall be provided to the Town after the contract is awarded and the contract is contingent upon receipt by the Town of satisfactory background checks.

Selection Criteria

The selection criteria used in awarding a contract or agreement for the services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the degree of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

Submission Requirements

Sealed RFPs will be publicly opened by the Town Clerk in her offices at West New York Town Hall, West New York Town Hall, 428 60th Street, West New York, New Jersey, 07093, at 2:00 p.m. on November 29, 2016. All proposals must be received by 2:00 p.m. on November 29, 2016.

Carmela Riccio, Town Clerk
Town of West New York
428 60th Street
West New York, New Jersey, 07093

Please submit one original and two (2) copies of the RFP. Use white 8 ½" x 11" paper.

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) _____

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 –Animal Shelter Services.

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 –Animal Shelter Services. 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.