

**REQUEST FOR PROPOSAL BANKING SERVICES  
TOWN OF WEST NEW YORK, NEW JERSEY**

**I. Background**

The Town of West New York is seeking proposals from financial institutions to provide the Town's primary banking services.

The Town anticipates awarding the services for one year in December 2016 effective 1/1/17 — 12/31/17 with an option to renew for an additional two (2) years. The fees/formulas/services indicated in this proposal are those which will be in effect for the duration of the contract. The bidder certifies that any fees or formulas for affixing the rate of interest or providing services will remain in effect for the duration of the contract.

One (1) original and four (4) copies marked "A Proposal for General Banking Services" will be received no later than **November 29, 2016 at 2:30 pm.**

**Town of West New York  
Carmela Riccio, Clerk  
428 60<sup>th</sup> Street  
West New York, NJ 07093**

A CD Copy of the proposal may be submitted in addition to the required hard copies mentioned above.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. All proposals submitted shall be binding from sixty (60) calendar days following the above due date.

Proposals received by the Town after the time specified will not be considered.

All information required by the "Request for Proposal" must be submitted to constitute a valid proposal.

The Chief Financial Officer will review and evaluate all proposals submitted in response to the "Request for Proposal". Based on the results of this evaluation, the Chief Financial Officer will make a recommendation to the Town. A contract will then be presented to the Board of Commissioners for approval.

**II. Terms of the Banking Agreement:**

A. The effective date of the agreement is anticipated to be January 1, 2017.

B. Proposals will be accepted from parties which:

1. Have the capacity to provide services with an experienced professional staff.
  2. Are fully qualified as a "Public Depository" pursuant to NJSA 17:9-41, or otherwise known as the Governmental Unit Protection Act.  
Please submit a copy.
- C. The Town requires all banking institutions submitting a proposal to have a satisfactory rating by Federal examiners under the Federal Community Reinvestment Act (CRA). Please submit a copy.
- D. The Town is not liable for any costs incurred in the preparation of proposals.
- E. The Town reserves the right to conduct personal interviews or require oral presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews. (i.e. travel, accommodations, etc.).
- F. By submitting a proposal, the proposer certifies that they have fully read and understands the "Request for Proposal" and have full knowledge of the scope, nature, quantity and quality of the work to be performed.
- G. The proposer shall furnish such additional information as the Town of West New York may reasonably require. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- H. The Town reserves the right to reject any/or all proposals or informally negotiate certain points of the final contract with a qualified proposer. The Town reserves the right to split the relationship among different financial institutions if such would provide the Town an overall cost savings. The Town reserves the right to waive minor irregularities in the procedures. The Town further reserves the right to seek new proposals when such a procedure is in its best interest. The Town shall not be obligated to provide reasons for the rejection of any proposal.
- I. The Town does not guarantee any minimum or maximum volume activities or balances. All vendors are to indicate unit prices for all services. Failure to submit all information requested will be considered non-responsive and may be disqualified.
- J. The financial institution must submit a copy of their NJ Business Registration Certificate.
- K. Services and pricing must be guaranteed and locked in for two years.

### **III. Evaluation of Proposals:**

The contract will be awarded to the institution that best meets the needs of the Town. The following criteria will be used but not limited to for the evaluation of this proposal:

- A. Responsiveness of the proposal related to the scope of work.
- B. Ability, capability and skill of the financial institution to perform the services on a timely basis.
- C. Response to client references
- D. Experience of the financial institution in establishing and maintaining similar accounts.
- E. Physical proximity of the Town Municipal Building to banking locations within the Town.
- F. Net earnings potential.
- G. The reputation, stability, and longevity of the institution.
- H. The quality, availability, and adaptability of the services to the particular need required.

### **IV. Required Services for Responding Financial Institutions:**

#### General

The banking services detailed in this section are to be performed for the Town of West New York. The Town reserves the right to terminate such contract by giving ninety (90) days advance written notice.

It is the intent of the Town to have one single banking institution provide all of the general banking service needs of the Town (except for services such as escrow accounts, investments, short and long term loans, lease financing, etc. which will be negotiated separately).

The award of banking services and credit/debit payment services may be made to more than one institution. This may be done in the event that one institution does not meet the requirements or has not bid all of the items listed or in the event that using more than one institution will result in a cost savings to the Town.

The Town expects the following accounts to be linked together to aggregate earnings credits, against which charges will be deducted:

- 1. Current Fund Account

2. Federal and State Grant Account
3. Payroll Checking
4. Payroll Agency
5. Capital Fund
6. Animal Control Fund
7. Other Trust Fund
8. Lien Redemption Trust
9. Emergency Medical Services
10. POAA
11. Municipal Court
12. Municipal Court Bail
13. Law Enforcement Trust Fund
14. Federal Law Enforcement Trust Fund
15. Police Outside Services
16. Developers Master Account
17. Escrow Disbursements
18. DUI Account
19. Tax Lien Premium
20. Community Development Block Grant
21. Tax Collector
22. Uniform Code Enforcement
23. Vital Statistics
24. Workman's Compensation
25. General liability
26. Library
27. Town Clerk
28. Licensing Bureau
29. Escrow Street opening permits

The Following accounts will stand alone and earn interest individually:

1. Escrow accounts in excess of \$5,000.

The total property tax levy for fiscal year 2016 was approximately \$65,889,557.59. All tax collections and other receipts are deposited into the Current Fund Account.

The Current Operating Budget for 2016 is approximately \$80,393,749.

The Town issues approximately 2,500 checks annually from 3-5 primary checking accounts. None of these accounts will require check printing services provided by the bank.

#### Payroll

The Town currently uses Action Data Services for their payroll which is processed bi-weekly. The Town requires the successful banking institution to coordinate with Action Data Services to obtain the Town's direct deposit information in the required ACH format. There will be no fees charged for payroll checks cashed at a local branch. The financial institution will also provide Town employee banking services.

### Deposit

The successful banking institution will provide triplicate deposit slips, deposit bags and endorsement stamps to the Town at no cost to the Town.

### On-Line Banking

As part of on-line banking, the successful banking institution must have the capability of providing for wire transfers, stop payments, ACH transfers, account transfers, monthly statement retrieval, detail of account activities, check detail look up capabilities including ability to print copy (front and back) of cancelled checks and detail of State of New Jersey direct deposits. All these capabilities should be available online for at least a one year period. The Town currently has access to all bank accounts on-line.

### Wire Transfers

The successful banking institution must have the capability to originate incoming and outgoing wire transfers via online banking.

### Account Statements

The successful banking institution will maintain the various Town accounts, providing monthly statements along with all cancelled checks (or report with copies of front and back of cancelled checks) no later than the 10<sup>th</sup> day of the following month. The statement cutoff date for all accounts shall be the last day of the month. All accounts will receive monthly statements regardless of activity.

Positive Pay services are needed for the Payroll Account.

Interest on all accounts will be credited directly to operating accounts so designated.

The Town expects the financial institution to provide at least next business bank day availability for checks being deposited in the Town accounts.

The successful banking institution will provide monthly account analyses to include bank earnings credit, itemized fees, and interest earned to be credited to the Town.

### Record Keeping

The successful banking institution will be required to retain all records digitally for seven (7) years.

## **V. RFP Response Forms:**

1. The cost proposals submitted to the Town must be inclusive. Compensating balance levels, reserve requirements, etc. should be addressed. All services not mentioned or general services incidental to the operations of accounts maintained by the Town and not addressed are expected to be provided at no cost.

2. In order to simplify and standardize all proposals, attached as Proposal Sheet "A" is a Monthly Activity Form" in the form of an account analysis, which must be used when submitting your proposal. The fees should be presented on a unit cost basis. Assume the activity estimated referred to throughout this document to be a reasonable estimate of activity to be experienced. The rate quoted per item by the proposer will be considered fixed, regardless of activity deviation. The Town does not guarantee any minimum or maximum volume of activity.

3. A completed Proposal Sheet "B" must be submitted with your proposal. The Town requests that all questions be answered and all information provided.

**VI. Questions and Additional Information:**

1. To ensure fair consideration for all responses, the Town prohibits communication to or with any department, bureau or employee during the submission process except in writing.

2. Any questions relative to interpretation of specification should be submitted in writing no later than November 15, 2016 to the Chief Financial Officer of the Town:

Responses will be in writing and copied to all proposers as addenda to the RFP.

Town of West New York  
Proposal Sheet A

Monthly Activity Form

(This form must be completed and submitted with your proposal)

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

Bank: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please indicate all costs and the interest rate effective for the period ending 9/30/16.

You may expand the form to include items listed which the Town did not identify, but which you think should be listed, whether it is a chargeable item or not.

Item	Monthly Volume	Unit Cost	Annual Total
<b>ACCOUNT BASIC SERVICES:</b>			
<b>Monthly Maintenance Charge All Accounts</b>			
Checks Paid			
Deposits Processed			
DDA Stop Payment			
Checks Deposited			
DDA Check Fine Sort – Monthly Maintenance			

DDA Check Fine Sort – Per Item			
Fine Sort Maintenance			
Deposit Corrections			
Encoding Surcharge			
Return Deposit Item – Charge Back			
Check Book Order Charges (Cost per 200)			
Deposit Slips – Triplicate (Cost per 200)			
Overdraft Charges (Per Item)			
Check Image Storage Maintenance			
Check Image Capture – Per Item			
Check Image – CDROM – Additional CDs			
Check Return Maintenance			
Check Return – Original Checks			
Electronic Data Interchange Maintenance			
Electronic and Other Debits (ACH) Corp Transition			
Cash Coin Deposit / \$100			
DDA Statements			
<b>LOCK BOX SERVICES:</b>			
Lock Box Rental Maintenance			
Lock Box Wholesale Correspondence			

Lock Box IR – Monthly Maintenance			
Lock Box Rental – CD ROM Monthly Maintenance			
Lock Box Rental – Item Processing			
Lock Box Express Mail Cost			
Lock Box Rental – Unprocessable Item			
Lock Box IR – Stop Maintenance			
Lock Box – RMT Transmissions			
Lock Box IR – Info Delivery Expedited Mail			
<b>ACCOUNT RECONCILEMENT:</b>			
CD ROM Maintenance			
CD ROM Per Image			
CD ROM Disk			
Full Maintenance			
Partial Maintenance			
Manual Issue Input Per Item			
Full Positive Pay Account			
Full Positive Pay Item			
Full Reconciliation Input Item Trans			
Partial Reconciliation Output Item – Report			
<b>ACH ORIGINATION SERVICES:</b>			

ACH Items Origination			
ACH Returned Item – NOC			
ACH Monthly Maintenance			
ACH Block or Filter			
ACH Input Vendor Batches			
ACH Consumer on US Credits			
ACH Credit Origin			
ACH Debit Origin			
<b>WIRE TRANSFER SERVICES:</b>			
Wire Advice Fax			
Incoming Domestic Wire			
Outgoing Domestic Wire			
<b>ON-LINE BANKING:</b>			
CTD Wire Out Domestic			
CTD Base Package Maintenance			
CTD Balance Reporting Accounts			
CTD Transaction Record			
CTD Secured Token			
Accounts Included			
Transaction Reporting			

Internal Transfers			
Account Reporting			
Outgoing Non-Repetitive Wire Transfers			
Stop Payments			
<b>MISCELLANEOUS:</b>			
Statement CD ROM			
Cancelled Checks CD ROM			
Payroll ADS Charges			
FDIC Charges			
City Employee Banking Services			
Deposit Bags			
Endorsement Stamps			
Armored Car			
Merchant Card Services			
<b>Other Fees Not Listed: *</b>			
Average Ledger Balance***			
Average Float			
Average Collected Balance			
Required Reserve Balance			

Compensation Balances required for Monthly Services			
Excess Investable Balance			
Interest Rate on Excess Balance			
Amount of Interest Earned			

Charges for all other Services as Required:

Earning credit rate for Balance Compensation as of 9/30/16

\* Attach additional sheets if required and detail other charges

\*\* Indicate method of determining the interest rate and ECR and describe benchmarks

\*\*\* It is the intent of the Town of West New York to have one single banking institution

Attach additional sheet(s) if required.

**TOWN OF WEST NEW YORK**

**Proposal Sheet B**

(This form must be completed and submitted with your proposal)

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

Bank: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

A) The proposer must denote transaction cut off for deposits to be considered received that day and not carried forward to the next day. Indicate cut off time at branches and the following institution's main office.

B) The Town requires a bank office in a convenient location where it can transact business. State the location of the branch within the Town where the Town would transact their business and the number of branches within a three mile radius of Town Hall.

C) List the number of branches in the Town, County and State.

D) State in detail your method of compensation to maintain proposed interest rates. i.e. compensating balances, expected volumes and/or balance levels etc. Do not state "no fees". Please provide formulas to support your method of compensation.

E) If volumes or balance levels change as stated in this RFP, will this impact interest rates or fees proposed in your response; i.e. minimum balance requirement, penalties for falling below minimum balance? If so, explain how.

Example: Activity is the same; however the balance drops by \$3 million.

F) Please state how interest is calculated and the interest rate formula.

G) Please indicate a rate history page for the past twelve months from November 1, 2015 — October 31, 2016. providing rates as of month's end, at a minimum.

H) Please provide a listing of comparable government client references, within this area, which are presently using the institutions professional services. Include their name, address, phone number, contact person and years of service.

- D) The vendor shall provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas on a daily basis.
- a. Relationship Manager
  - b. Customer Service Support
  - c. Cash Management
  - d. Municipal Credit
  - e. Merchant Services

J) The Town is interested in any new technologies and/or products that would benefit and improve on any efficiencies in our day to day operations. Please list and explain new technologies or products.

K) Indicate the institution's background in providing primary banking services to municipal units of government, in general, and specifically, to municipalities of similar size to West New York.

L) Please provide your understanding of the scope of the services to be performed.

M) Please provide as an attachment at the end of the proposal financial reports for the previous year as well as any other material that may be helpful in reviewing the proposal.

N) Attach additional sheets if required.

Town of West New York  
Hudson County, New Jersey  
Banking Services Solicitation  
November 2016  
**PROPOSER'S WARRANTY**

The person signing the proposal warrants that:

- 1) He or she is an officer of the organization.
- 2) He or she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.

The undersigned, upon acceptance, agrees to furnish services as stated in the Banking Services Solicitation received

Name of your organization: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name of Authorized Representative:

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

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

Dear Mrs. Riccio:

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 –Banking 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 –Banking 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.