

Township of Manalapan, Monmouth County

Request for Proposals for Payroll Processing Service

Bid Date and Time: Tuesday, May 3, 2011 at 2:00 PM

Expiration Date: 24 Months from Date of Award

REQUEST FOR PROPOSALS

The Township of Manalapan shall receive sealed proposals at the Township offices located at 120 Route 522, Manalapan, New Jersey until 2:00 PM prevailing time on Tuesday, May 3, 2011 and then be publicly opened and read aloud in the Township Administrator's Conference Room in the Administration Offices for the furnishing of **Payroll Processing Service for the Township of Manalapan**.

The award of this contract shall be made in accordance with the "Fair and Open" process per NJSA 19:44A.

Copies of the specifications are on file and open to the public inspection at the Township's Offices and may be examined and a copy obtained by request from the Director of Finance.

Each proposal must be made upon the prescribed forms furnished by the Township of Manalapan and must be enclosed in a sealed envelope, bearing the name and address of the proposer and must be addressed Township Administrator, Township of Manalapan, at the place and hour mentioned above.

PROPOSAL MUST BE CLEARLY LABELED: Payroll Processing Service for The Township of Manalapan

Any inquiries or questions regarding the RFP should be directed to the Director of Finance, Patricia Addario.

The Township of Manalapan reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals received and accompanying documents.

Business Registration Certification must be supplied with the proposal.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**SPECIFICATIONS FOR
PAYROLL PROCESSING SERVICE FOR THE TOWNSHIP OF MANALAPAN**

Intent: The Township of Manalapan is issuing a Request for Proposals (RFP) for third party organizations to provide Payroll Processing services.

The Township of Manalapan proposes a contract term of two years with either party having the option to terminate the contract with one hundred eighty (180) days written notice of its intention to terminate. The estimated effective date of this agreement is July 1, 2011.

Please submit the completed RFP form included in this communication, along with any additional information regarding services the firm offers to local government units.

In addition, be aware that:

1. The Township of Manalapan reserves the right to hold oral discussions with all proposers prior to selection.
2. By submitting a proposal, the proposer certifies that he or she has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed.
3. The proposer shall furnish such additional information as the Township of Manalapan may reasonably require. The Township of Manalapan reserves the right to make reasonable inquires of the qualifications of the proposer, as it deems appropriate.
4. The Township of Manalapan reserves the right to reject any/or all proposals, and the right to accept the proposal that it considers most favorable to the Township of Manalapan's interests price and other factors included. In addition, the Township of Manalapan reserves the right to seek new proposals when such a procedure is in its best interests to do so.

I. Terms of the Payroll Servicing Agreement:

The contract between the Township of Manalapan and the payroll service organization shall comply in all regards to N.J.A.C. 5:30-17.6 as specified below:

1. Indemnify the local unit against any losses incurred because of the actions or inactions of the servicer;
2. Require the servicer to be responsible for the errors and omissions of its employees, particularly where errors and omissions prevent timely disbursements on behalf of the local unit from being made, including penalties, fines, interest, and damages;
3. When a servicer takes local unit funds, they must have adequate insurance to cover losses in amounts at least equal to the highest level of exposure to the local unit for 30 days.

Proof of Insurance must be submitted with the proposal demonstrating the ability to cover \$1,500,000.00 in losses – The amount of the highest level of exposure to the Township of Manalapan over a 30 day period;

4. The servicer must have a written complaint procedure with, at a minimum, a complaint log;
5. Upon reasonable notice, the servicer shall allow an independent auditor compensated by the local unit to examine its internal controls;
6. All disputes between the parties and disputes concerning the contract or its operation shall be in writing and forwarded to the other party via registered mail; and,
7. Specify the information required by the local unit to enable it to reconcile its books and records.

In addition, all contracts shall have appropriate provisions for:

1. Dispute resolution between the parties, service of process to the servicer in New Jersey, and application of New Jersey law in resolving disputes.
2. Within five working days of each disbursement, the servicer shall provide to the approval officer reports and documentation supporting the disbursements.
3. Corrections and adjustments to be completed and provided to the local unit promptly.
4. Copies of notices, memoranda, complaints or other correspondence received by the disbursing organization regarding local unit accounts to be forwarded to the local unit within 48 hours of receipt.
5. Provisions for termination of the contract.
6. The contract must require that no disbursement is made unless the demand for payment meets the local unit's requirements for paying claims (net paychecks and agency payments); that is the use of vouchers and other documentation must comply with local procedures. If there are no local procedures they must meet the requirement of the rules and N.J.S.A. 40A:5-16.

II. Required Services for Responding Payroll Service Companies:

1. Processing of the Township of Manalapan's payroll checks and direct deposits on a biweekly basis (every two weeks).
2. A payroll test or preview must be available for review for potential errors prior to generation of checks and direct deposits for every payroll.
3. Delivery of paychecks and reports to the Finance Department at the Township of Manalapan 24 hours prior to the effective date of the payroll.
4. Under N.J.A.C. 5:30-17.5 it is desired that the disbursing organizations must have offices within a distance acceptable to the CFO of the local unit such that the physical delivery and receipt of documents and records can occur on the same day.

5. Payroll tax reporting and administration.
6. New hire reporting.
7. Wage garnishment administration.
8. Ability to accurately calculate GTI and GTL.
9. Payroll reporting including:
 - a. Payroll registers - biweekly.
 - b. Payroll tax reports - biweekly, quarterly & annually.
 - c. Pension deduction reports – biweekly, quarterly & annually
 - d. Miscellaneous payroll deduction reports - biweekly.
 - e. Cumulative payroll reporting for gross payroll, pay compensation components, payroll deductions and payroll taxes - biweekly.
 - f. Wage garnishment reporting and administration - biweekly.
 - g. Payroll Expense Distribution reporting - biweekly.
 - h. Year end processing including annual tax reporting including the processing of W-2 for employees.

Additional Services if offered:

1. Online data entry via internet.
2. Quarterly Pension Reporting.
3. Online services for employees i.e. payment statement review, W-2 review.
4. Online tax breakdown for manual checks.
5. Agency payment administration. (Garnishments, Child Support, Insurances)
6. Custom Reporting on payroll data.

III. Please respond to the following questions:

1. The proposer must denote payroll data input cut off for biweekly payroll processing.
2. What are the customer support/help desk hours of operation?
3. When is ACH scheduled for payroll taxes and direct deposit during the pay cycle?
4. How does your organization process requests for tax and payroll deductions for manual checks?

IV. General Information:

1. Township of Manalapan generates roughly 3,000 payroll checks and 3,500 direct deposit transaction per year for payroll
2. Township of Manalapan generally pays 26 pays per year and is broken down as follows:

Pay Type	Checks	Vouchers	Totals	# of Pays
Permanent Employees	63	134	197	26
Summer Camp	223		223	6

3. Pay day is every other Friday, holidays permitting.
4. State Unemployment is assessed to the Township of Manalapan via reimbursement – no biweekly payment to the State of NJ required.
5. The Township of Manalapan has three pension systems, PERS (Public Employees) and PFRS (Police and Fire) and DCRP (Defined Contribution Retirement Program).

V. Cost Proposal:

1. The cost proposals submitted to the Township of Manalapan shall be all inclusive and costs detailed by type of service to be provided.
2. A SAS 70 report must be submitted with the proposal for current year and at least past two years. SAS 70 Type II report is preferred.
3. A SysTrust examination, if available should be included.
4. A copy of your most recent Audited Annual Financial Statement.
5. Proof of insurance coverage for losses of at least \$1,500,000.00
6. In order to simplify and standardize all proposals, attached, as Exhibit A is a “Payroll Services Proposal Form” which shall be used when submitting your proposal.
7. You can schedule a demonstration of your payroll servicing software if you desire between April 25-30, 2011.

VI. Information Requested of the Proposer (including mandatory forms):

Please organize your proposals in the following manner:

1. Title page: Show name of the institution, address, telephone, and fax numbers, name of contact person and the date the proposal is submitted to the Township of Manalapan.
2. Table of Contents: Include a clear identification of the material by section and page number.
3. Letter of Transmittal: The letter should not exceed two pages in length and should contain the following information:
 - State the proposer's understanding of the scope of the service to be performed.
 - Indicate whether proposer is a parent or subsidiary associated with a holding company and describe its relationship to other in the group, if applicable.
 - Most recent Audited Financial Statement. (Please include as an attachment at the end of your proposal.)
 - If rated, the current financial rating as issued by Moody's, Standard and Poor's and or Fitch.

RFP DOCUMENT CHECKLIST

Submission Requirement	Page	Initial each checked entry and submit required form if necessary
Payroll Services Fee Proposal Form – Payroll Services Cost Analysis (Exhibit A)		
Proof of Insurance Form		
Most recent audited financial statements		
Business Registration Certificate Form		
Photocopy of a Affirmative Action Compliance Evidence and Language Acknowledgement		
Mandatory Affirmative Action Language		
Stockholder Disclosure Certification Form		
Non-Collusion Affidavit Form		

VII. Summary of Payroll Servicing Organization’s Qualifications:

- a. Indicate the institution’s background in providing payroll services to clients of similar size and any municipal units of government, in general, and specifically, to local units, agencies, authorities and municipal governments the size of the Township of Manalapan. Provide a listing of all clients including all municipal client references that are presently using the institution’s services – i.e., the client name, address, telephone number and contact person.
- b. Provide a complete proposal with responses to all identified services. You may expand the form to include items which the Township of Manalapan did not identify, but which you think should be listed.
- c. Please provide any other material that may be helpful in reviewing the proposal, including any attachments, schedules, financial information, etc.

VIII. Evaluation of Proposals:

The contract shall be awarded to the proposer providing payroll processing services who meets the needs of the Township of Manalapan most efficiently, price and other factors included, and whose proposal is in the best interest of the Township of Manalapan.

The following criteria shall be used to evaluate the proposals.

1. Responsiveness of the proposal related to the scope of the work.
2. Ability, capacity, and skill of the payroll services provider to perform the services on a timely basis.

3. Responses of client references.
4. Experience of the payroll services provider in establishing and maintaining similar accounts.
5. Total proposal costs.
6. The financial stability, resources and ability of the payroll service provider to perform the contract.
7. The reputation, stability, and longevity of the proposer.
8. The quality, availability, and adaptability of the services to the particular need required.
9. Assistance with transition to proposer's payroll services. This includes transfer of employee payroll information and training on procedures to process payroll by Finance Department staff.
10. Knowledge of the Township of Manalapan's operations.

IX. Additional information:

1. Any questions relative to interpretation of specifications should be directed to the Director of Finance of the Township of Manalapan.

Please direct inquires to:

Patricia Addario, Director of Finance
Township of Manalapan
120 Route 522, Manalapan, NJ 07726
732-446-8338
paddario@mtnj.org

X. Receipt of Proposal:

Three (3) sealed copies of the proposal submitted by your institution must be received at the Township Administrator's Office, no later than 2:00 PM on Tuesday, May 3, 2011.

All proposals submitted shall be binding for ninety (90) calendar days following the above due date.

Proposals received by the Township of Manalapan after the time specified will not be considered

All information required by the RFP must be supplied to constitute a valid proposal.

The Director of Finance, The Township Administrator and Township Attorney will review and evaluate all proposals submitted in response to the RFP. Based on the results of this evaluation, the Director of Finance will make a recommendation to the governing body of the Township of Manalapan. A contract shall be executed upon Township of Manalapan Council approval.

XI. Proposer's Warranty:

The person signing the proposal warrants that:

1. He or she is an officer or qualified agent 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.

EXHIBIT A
PAYROLL SERVICES PROPOSAL FORM
PAYROLL SERVICES COST ANALYSIS

Payroll Services Provider: _____

Name: _____

Signature: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

Payroll Service	Basis of Charge	Cost
Processing: Base Charge		
Processing: Per Check/Direct Deposit Charge		
Payroll Preview/Test Charge		
Services included in Processing Charges (please list)		
Tax Processing: In State		
Tax Processing: Out of State		
Garnishment Payment Services:		
Payroll Agency Payment Services:		
Does Payroll Servicer offer NJ State Pension Quarterly Reporting?		

Payroll Service	Basis of Charge	Cost
New Hire Reporting:		
Split Location Delivery:		
Duplicate Reports:		
Online Payroll Processing Charges (please list each type and cost)		
Delivery Charges (24 hour):		
Quarterly Tax Reporting: Federal		
Quarterly Tax Reporting: State		
Annual Tax Reporting: Federal		
Annual Tax Reporting: State		
Annual W-2 Services: Paper Forms		
Annual W-2 Services: On-line		
Employee Online Access to payroll statements and W-2s:		
Conversion Costs: (please detail costs)		

This proposal MUST be accompanied by a SAS 70 Report, Certificate of Insurance and the most recent audited financial statements. Failure to comply may be cause for rejection of proposal.

Please add any services that may be provided as an added value to the Township of Manalapan.

You can schedule a demonstration of your payroll servicing software if you desire between April 25-30, 2011.

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: _____ TRADE NAME: _____
TAXPAYER IDENTIFICATION #: _____ SEQUENCE NUMBER: _____
ADDRESS: _____ ISSUANCE DATE: _____
EFFECTIVE DATE: _____

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

John S. Tully
Acting Director

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the provisions of this non discrimination 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 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 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 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 Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

below.

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS: _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of

full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Manalapan relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

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

Signature

(Type or print name of affiant under signature)

Notary Public of

My commission expires _____

(Seal)

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and Manalapan Township do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the Act (42 U.S.C. S12101 et seq.)), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, 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 Township grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants, and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the 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 Township pursuant to this paragraph.

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