

**MUNICIPAL PAYROLL SERVICES CONTRACT
FOR THE TOWNSHIP OF WEST ORANGE**

This Contract for Municipal Payroll Services is made by and between the Township of West Orange located at Municipal Building, 66 Main Street, West Orange, New Jersey (herein the "Township") and Balance Point located at 65 Harristown Road, Suite 302, Glen Rock, NJ 07401.

WITNESSETH

WHEREAS, the Township requires a contractor to handle the Township's weekly payroll services for its employees; and

WHEREAS, the Township issued a Request for Proposal ("RFP") in accordance with the Competitive Contracting Process (N.J.S.A. 40A:11-4.4, et seq.) for Municipal Payroll Services;

WHEREAS, on November 17, 2010 the Township received three (3) responses to the RFP; and

WHEREAS, the three (3) Proposals were reviewed and evaluated by the Evaluation Committee consisting of the Township's Chief Financial Officer, Purchasing Agent, Payroll Clerk, and IT Department (collectively the "Evaluation Committee"); and

WHEREAS, the after evaluating the proposals under the criteria of technology, functionality, accountability, service, pricing and RFP compliance as set forth in section two (2) of the RFP entitled Evaluation of Proposals, the Evaluation Committee prepared an Evaluation Report and recommended that the contract for Municipal Payroll Services (the "Contract") be awarded to Balance Point.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Term – The term of this Contract shall be a one (1) year period with the option to renew for two (2) additional one (1) year periods. The Township will notify Balance Point at least 30 days prior to the expiration of the initial one (1) year period or the first one year extension if it desires to exercise the option to renew for an additional one (1) year period.

2. Price – The amount of the Contract shall not exceed \$43,568.06 including costs associated with the first year implementation. The amount for each one (1) year extension shall not exceed \$42,067.06.

3. Other Provisions - This Contract between Balance Point and the Township is subject to all terms and conditions contained in Exhibit "A," annexed hereto entitled "To

wnship's Request for Proposal for Municipal Payroll Services", and Exhibit "B" enclosing Balance Point's Proposal in response to the Township's RFP, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Contract.

4. Notice - Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested mail to the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Balance Point. Any notice required hereunder to the Balance Point shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested mail to Balance Point, 65 Harristown Road, Suite 302, Glen Rock, New Jersey 07401 or such other address as Balance Point may designate in writing to the Township.

5. Captions - The captions appearing in this Agreement or of any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

6. Governing Law - This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey for resolution of any and all claims arising out of or in connection with this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

BALANCE POINT

By: _____

Title: